

ORDINANCE NO. 14-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, GRANTING A SPECIFIC USE PERMIT AT 4102 SEAWALL BOULEVARD IN CONJUNCTION WITH THE OPERATION OF A "TAVERN" LAND USE IN A RETAIL, SEAWALL DEVELOPMENT ZONE 3, HEIGHT AND DENSITY DEVELOPMENT ZONE 3 (R-SDZ-3-HDDZ-3) ZONING DISTRICT. PROPERTY IS LEGALLY DESCRIBED AS 1.775 ACRES OF TRACT 121, M. MENARD SURVEY, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER 14P-37; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, Tiffaney Small (Applicant) and Dung T. and Thuy H. Nguyen (Owners) requests the City grant a Specific Use Permit at 4102 Seawall Boulevard in conjunction with the operation of a "Tavern" land use in a Retail, Seawall Development Zone 3, Height and Density Development Zone 3 (R-SDZ-3-HDDZ-3) zoning district. The property is legally described as 1.775 acres of Tract 121, M. Menard Survey, in the City and County of Galveston, Texas; and,

WHEREAS, a Specific Use Permit is required for any new 'Tavern' within the Seawall Development Zone (SDZ). A 'Tavern' is defined as an establishment that receives more than 50% of their income from alcohol sales; and,

WHEREAS, as more fully detailed in the attached Staff Report (**Exhibit 1**), the subject site is a commercial strip center located west of 41st Street along Seawall Blvd. The overall development consists of 10 lease spaces fronting Seawall Blvd with off-street parking located on the west side and rear of the property; and,

WHEREAS, the property currently has 30 available parking spaces for all land uses associated with the strip center development. The proposed seating arrangement for the "Tavern" requires a total of (7) seven off-street parking spaces. Based on the off-street above parking requirements, the proposed parking configuration complies with Section 29-67 of the Galveston Zoning Standards; and,

WHEREAS, in accord with the Institute of Transportation Engineers based upon the size of the subject property and location of associated proposed land uses, a tavern land use would not have a negative impact to the surrounding traffic patterns; and,

WHEREAS, the proposed development conforms to the goals and objectives of the 2011 Comprehensive Plan with regards to the Economic Development and Land Use Elements. The proposed tavern is not expected to have a negative impact on the district; and,

WHEREAS, at its regular meeting of April 8, 2014, the Planning Commission voted unanimously to recommend approval of this request for a Specific Use Permit with the added condition that the applicant install a sign at the interior of both exit doors informing customers that alcoholic beverages are not permitted on the beach; and,

WHEREAS, Staff recommends approval of Applicant's request for a Specific Use Permit for a "tavern" land use in a Retail, Seawall Development Zone 3, Height and Density

Development Zone 3 (R-SDZ-3-HDDZ-3) zoning district as outlined in planning case 14P-37, with certain specific and standard conditions contained in section 3 below; and,

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public interest to grant this Specific Use Permit subject to certain conditions listed in Section 3 below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Subject to certain conditions set forth in Section 3 below, the Applicant is hereby granted a Specific Use Permit in conjunction with the operation of a “Tavern” land use in a Retail, Seawall Development Zone 3, Height and Density Development Zone 3 (R-SDZ-3-HDDZ-3) zoning district at 4102 Seawall Boulevard. The property is commonly known as 4102 Seawall Boulevard and is legally described as 1.775 acres of Tract 121, M. Menard Survey, in the City and County of Galveston, Texas.

SECTION 3. This Specific Use Permit shall be issued to Applicant, Tiffaney Small and Dung T. and Thuy H. Nguyen (Owners), and is subject to the following conditions:

Specific Conditions:

1. The proposed “Tavern” shall conform to the function as described in Staff Report 14P-37 and the applicant shall adhere to all conditions of the Specific Use Permit. Should the function of the land use be altered the case must be returned to the Planning Commission and/or City Council for additional review;
2. The applicant shall conform to Section 29-67 of the Galveston Zoning Standards regarding required off-street parking spaces;
3. The applicant shall apply for and receive the appropriate City of Galveston Alcoholic Beverage Permit and appropriate Texas Alcoholic Beverage Commission (TABC) permits / licenses;
4. The Applicant shall install signage at the interior of both exit doors informing customers that alcoholic beverages are not permitted on the beach;

Standard Conditions:

5. The applicant shall adhere to all comments/conditions received from City departments. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the City for additional review and approval. Failure to comply with all comments/conditions may result in penalties and/or revocation of this permit;
6. Any change to the land use layout shall be submitted to the Planning Department for possible review by Planning Commission and City Council;
7. The applicant submit for approval all plans to the Planning Department for compliance with all City Codes and Standards; and,

8. The applicant shall pay the Specific Use Permit annual registration fee of \$25.00.

SECTION 4. This Specific Use Permit approved in accordance with the provisions of this Ordinance in its original form, and as may be amended, shall be issued to the Applicant whose name appears on the application and shall be valid only as long as the Applicant uses it in accordance with the conditions and standards established herein. Any violation of any of the conditions of this Specific Use Permit enumerated herein shall upon the option of the City Council cause this Specific Use Permit to be canceled and declared void and of no further effect.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 6. In accordance with the provisions of Sections 12 and 13 of Article II of The City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 7. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 24th day of April 2014, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2014.

Secretary for the City Council
of the City of Galveston

CITY COUNCIL AGENDA ITEM SIGNATURE PAGE
DATE RECEIVED IN CITY MANAGER'S OFFICE _____

TITLE OF ITEM AS IT IS TO APPEAR ON CITY COUNCIL AGENDA

Request for ordinance, request for a Specific Use Permit for a "Tavern" land use in a Retail District, Seawall Development Zone 3, Height and Density Development Zone 3 (R-SDZ-3-HDDZ-3) zoning district. Property is located at 4102 Seawall Boulevard and legally described as 1.775 acres of Tract 121, M. Menard Survey, in the City and County of Galveston, Texas.

Applicant: Tiffany Small

Property Owner: Dung T. and Thuy H. Nguyen, DBA Beach Plaza

Case: 14P-37

AGENDA DATE REQUESTED: April 24, 2014


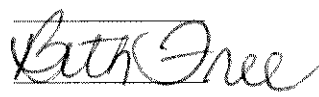
IS AN ORDINANCE OR RESOLUTION REQUIRED? _____ X _____ YES _____ NO

<u>STAFF REVIEW</u>	<u>DATE</u>	<u>APPROVED</u>	<u>SIGNATURE</u>
---------------------	-------------	-----------------	------------------



DEPARTMENT HEAD REQUESTING ITEM	4/15/2014		
---------------------------------	-----------	--	--

ARE OTHER DEPARTMENTS AFFECTED? _____ YES _____ X _____ NO

IF YES, LIST AND OBTAIN THEIR APPROVAL:

	<u>YES</u>	<u>NO</u>	
_____	_____	_____	_____
_____	_____	_____	_____
FINANCE DIRECTOR:		_____	

COMMENTS: _____

CITY ATTORNEY:	4-16-14		
----------------	---------	--	---

COMMENTS: _____

ASSISTANT CITY MANAGER:	_____	_____	_____
-------------------------	-------	-------	-------

COMMENTS: _____

CITY MANAGER:	_____	_____	
---------------	-------	-------	---

COMMENTS: _____

NAME OF COUNCIL MEMBER DISTRICT IS AFFECTED: District 5

IF NECESSARY, HAVE YOU NOTIFIED _____ YES _____ X _____ NO

FISCAL POLICY STATEMENT ATTACHED? _____ X _____ YES _____ NO

HAS ALL APPROPRIATE ADVERTISING BEEN COMPLETED? _____ X _____ YES _____ NO

EXHIBIT 1

Staff Report 14P-37

Page 1

14P-37 (4102 Seawall Boulevard) Request for a Specific Use Permit for a "Tavern" land use in a Retail District, Seawall Development Zone 3, Height and Density Development Zone 3 (R-SDZ-3-HDDZ-3) zoning district. Property is legally described as 1.775 acres of Tract 121, M. Menard Survey, in the City and County of Galveston, Texas.

Applicant: Tiffany Small

Property Owner: Dung T. and Thuy H. Nguyen, DBA Beach Plaza

Case Manager: Pete Milburn, Senior Planner

Existing Zoning and Land Use:

Zoning	Retail District, Seawall Development Zone 3, Height and Density Development Zone 3 (R-SDZ-3-HDDZ-3)
Land Use	Commercial/Retail – Strip Center

Surrounding Zoning and Land Use:

	North	South	East	West
Zoning	Retail District, Seawall Development Zone 3, Height and Density Development Zone 3 (R-SDZ-3-HDDZ-3)	Beach, Seawall Development Zone 3 (RES-SDZ-3)	Retail District, Seawall Development Zone 3, Height and Density Development Zone 3 (R-SDZ-3-HDDZ-3)	Retail District, Seawall Development Zone 3, Height and Density Development Zone 3 (R-SDZ-3-HDDZ-3)
Land Use	Residential/Commercial	Beach	Multifamily	Vacant

Property Owner Notification as of April 8, 2013:

Sent	Returned	In Favor	Opposed	No Comment
42	6	1	5	0

Advertisement Date:

Planning Commission: March 27, 2014

City Council: April 10, 2014

City Department Notifications:

Airport: No Objection
Building Department: No Objection
Fire Chief: No Objection
Fire Marshal: No Objection
Police Department: No Objection
Public Works Department: No Objection

ANALYSIS

A Specific Use Permit, approval by City Council, is required for any new 'Tavern' within the Seawall Development Zone (SDZ). A 'Tavern' is defined as an establishment that receives more than 50% of their income from alcohol sales.

Ability of the Property to be used under Current Zoning

The subject site is zoned Retail District, Seawall Development Zone 3, Height and Density Development Zone 3 (R-SDZ-3-HDDZ-3). The Seawall Development Zone (SDZ) portion of the zoning designation regulates land use. A "Tavern" land use requires a Specific Use Permit in the SDZ.

Site Details

The subject property is a commercial strip center located west of 41st Street along Seawall Blvd. The overall development consists of 10 lease spaces fronting Seawall Blvd with off-street parking located on the west side and rear of the property. The applicant is proposing to occupy Suite 4110, see Attachment "C".

Parking Requirements

According to Section 29-67 (c) of the Galveston Zoning Standards, the following parking requirement will apply:

- (1) **Restaurant or Cafeteria** - One (1) space for each four (4) seats for fixed seating and one (1) space for each forty (40) square feet of floor area for moveable seating under maximum seating arrangement.

The applicant has submitted a seating plan, Attachment "D", with which to determine the required parking. Based on the proposed seating arrangement, the parking spaces required for the barstools, tables and chairs, and ottoman total seven (7) off-street parking spaces. The property currently has 30 available parking spaces for all land uses associated with the development. Based on the above parking requirements, the proposed parking configuration complies with Section 29-67 of the Galveston Zoning Standards. Conformance with the parking requirements will be verified prior to issuance of a building permit and Certificate of Occupancy.

Signage

The applicant has not submitted a signage plan. All signage will need to conform to the signage requirements of the Seawall Development Zone.

Landscaping:

Currently, no landscaping or screening exists at the subject property, and the applicant is not proposing to plant landscaping.

Pedestrian Walkways and Vehicular Drives:

There currently exists an approximately 16-foot wide sidewalk right-of-way in front of the subject property. Additionally, an arcade style walkway surrounds the building underneath a projecting canopy. No improvements to the sidewalk and pedestrian walkway are being proposed in this application.

Vehicle accessibility onto the site is located on the west side of the building for Seawall frontage with two access drives at the rear from Ave U. No additional access points or curb cuts are proposed in this application.

Trip Generation, Traffic Volume and Impact:

According to trip generation rates produced by the Institute of Transportation Engineers, a Tavern with a square footage of 1,000 would have an average peak evening rate of 11.34 trips per hour.

Results of these traffic generation estimates suggest that a tavern land use would not have a negative impact to the surrounding traffic patterns.

Compatibility with Surrounding Land Use and Zoning:

The subject property and surrounding properties are located within the Seawall Development Zone. The spirit of the Seawall Development Zone is to encourage the highest level of economic development, while preserving the unique character of the zone. The subject strip center, as well as the surrounding area, is comprised of various tourist-related land uses. The proposed tavern is not expected to have a negative impact on the district.

CONFORMANCE WITH THE 2011 COMPREHENSIVE PLAN:

The request conforms to the following sections of the Comprehensive Plan:

Economic Development Element:

- Objective ED-1. Reinvest, Redevelop, and Improve Galveston to Enhance its Competitive Advantage and Encourage Private Investment.
- ED-1.3 Support the Ongoing Revitalization of Downtown and Key Commercial and Mixed Use Corridors.
- ED-2.1 Expand Galveston's Attraction as a Quality, Year-Round, Tourist Destination.
- ED-3.4 Promote Small Business Development and Retention.

Land Use and Community Character Element:

- Objective Lu-2. Promote Revitalization, Enhancement, and an Appropriate Intensity and Mix of Uses Downtown and in Existing and Potential Commercial Corridors and Mixed Use Districts.
- LU-2.3 Improve Conditions along Seawall Boulevard to Promote Quality Development and Support its Function as an Attractive Visitor Destination.

SPECIFIC USE PERMITS:

Per Section 15.502 of the Land Development Regulations, all specific uses shall comply with all of the following standards:

1. The specific use will be consistent with any applicable goals, objectives and policies of the Comprehensive Plan and any adopted neighborhood or special area plans.
2. The specific use will not materially detract from the character of the immediate area or negatively affect the anticipated development or redevelopment trend.
3. The specific use is conducted in a manner that is not materially more disruptive to adjacent properties than uses permitted as-of-right in the district, unless the specific use is temporary and its limited duration will help to minimize the impact. Conditions of approval may be attached to the specific use to ensure that this requirement is satisfied.

PLANNING COMMISSION:

The Galveston Planning Commission, at the regular meeting of April 8, 2014, voted unanimously to recommend approval of this Specific Use Permit with the following added condition:

1. The applicant shall install a sign at the interior of both exit doors informing customers that alcoholic beverages are not permitted on the beach.

STAFF RECOMMENDATION:

Staff recommends Case 14P-37 be approved with the following conditions:

Specific Conditions:

1. The proposed "Tavern" shall conform to the function as described in Staff Report 14P-37 and the applicant shall adhere to all conditions of the Specific Use Permit. Should the function of the land use be altered the case must be returned to the Planning Commission and/or City Council for additional review;
2. The applicant shall conform to Section 29-67 of the Galveston Zoning Standards regarding required off-street parking spaces;
3. The applicant shall apply for and receive the appropriate City of Galveston Alcoholic Beverage Permit and appropriate Texas Alcoholic Beverage Commission (TABC) permits / licenses;

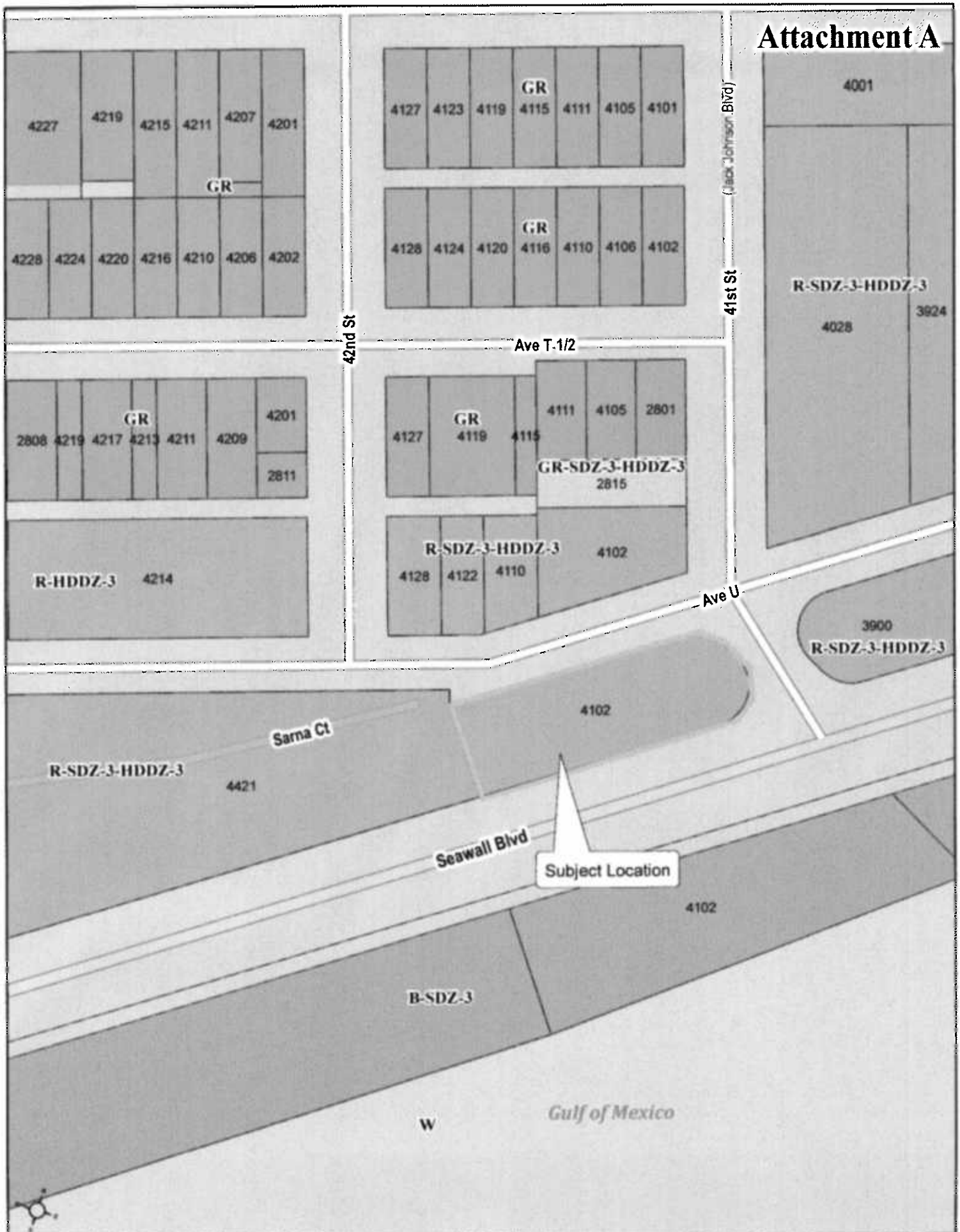
Standard Conditions:

4. The applicant shall adhere to all comments/conditions received from City departments. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the City for additional review and approval. Failure to comply with all comments/conditions may result in penalties and/or revocation of this permit;
5. Any change to the land use layout shall be submitted to the Planning Department for possible review by Planning Commission and City Council;
6. The applicant submit for approval all plans to the Planning Department for compliance with all City Codes and Standards; and,
7. The applicant shall pay the Specific Use Permit annual registration fee of \$25.00.

ATTACHMENTS

- "A" – Zoning Map
- "B" – Aerial Map
- "C" – Site Plan
- "D" – Floor Plan

Attachment A



Planning Department

Map prepared by the City of Galveston Planning Department (milburnpet) - 4/2/2014

This product is for informational purposes and does not have been reviewed for or be suitable for legal, engineering, or any other purposes.

0 70 140 280 Feet

The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the data base. Therefore, the information presented on this map is for informational purposes only.





Planning Department

Map prepared by the City of Galveston Planning Department (milburnpet) - 4/2/2014

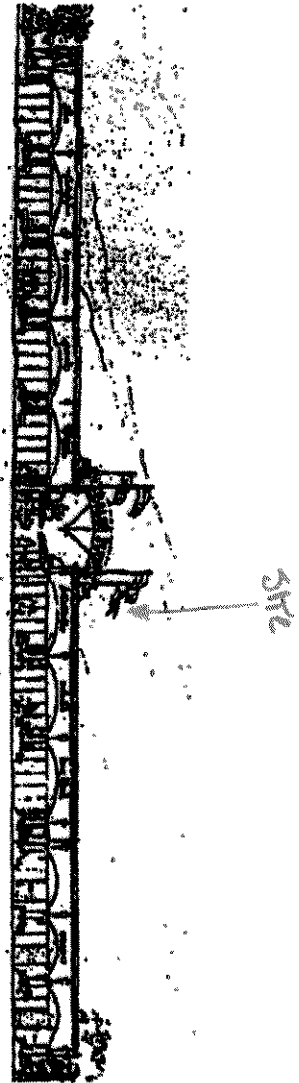
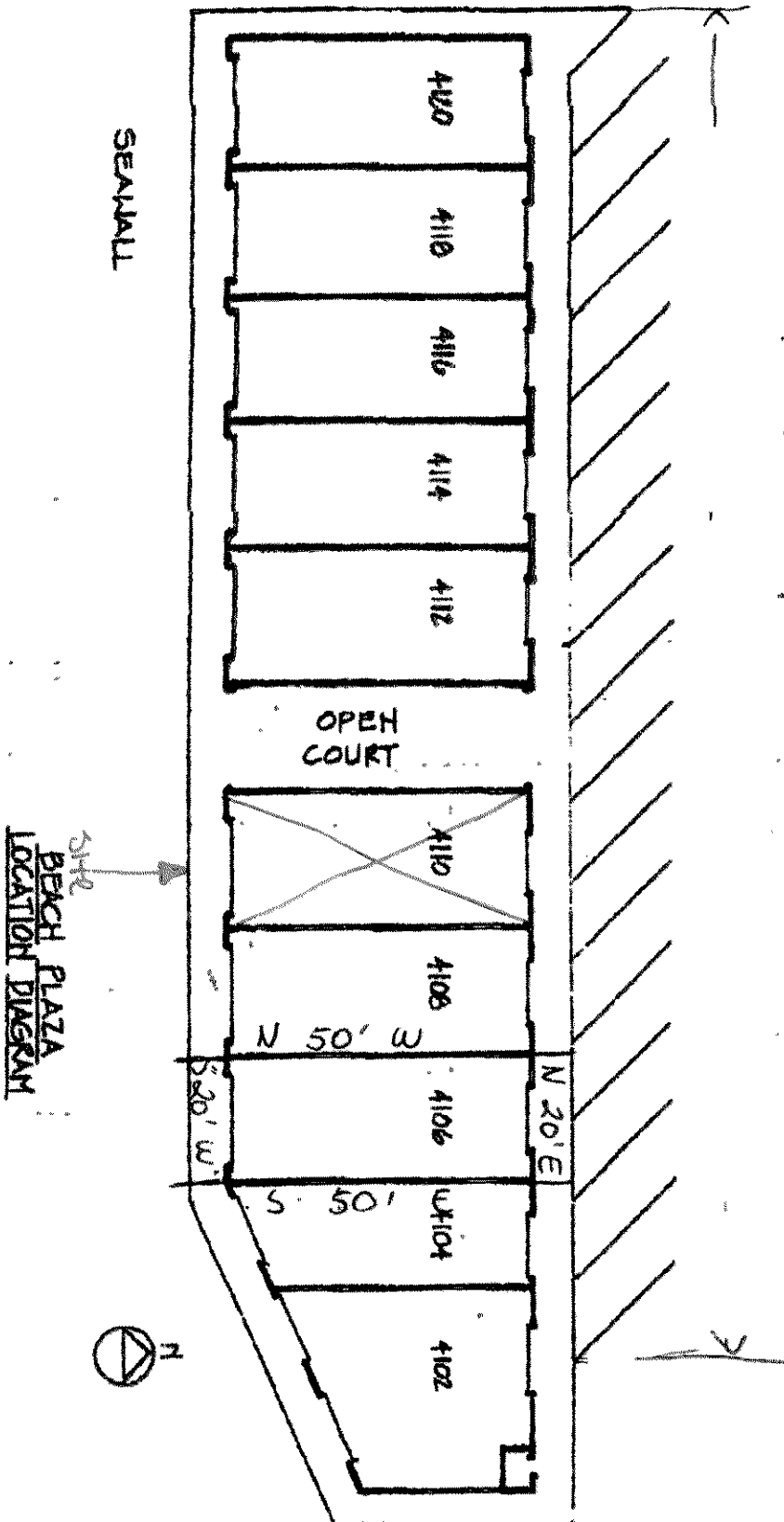
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

0 80 160 320 Feet

The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations (R/W) and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only.



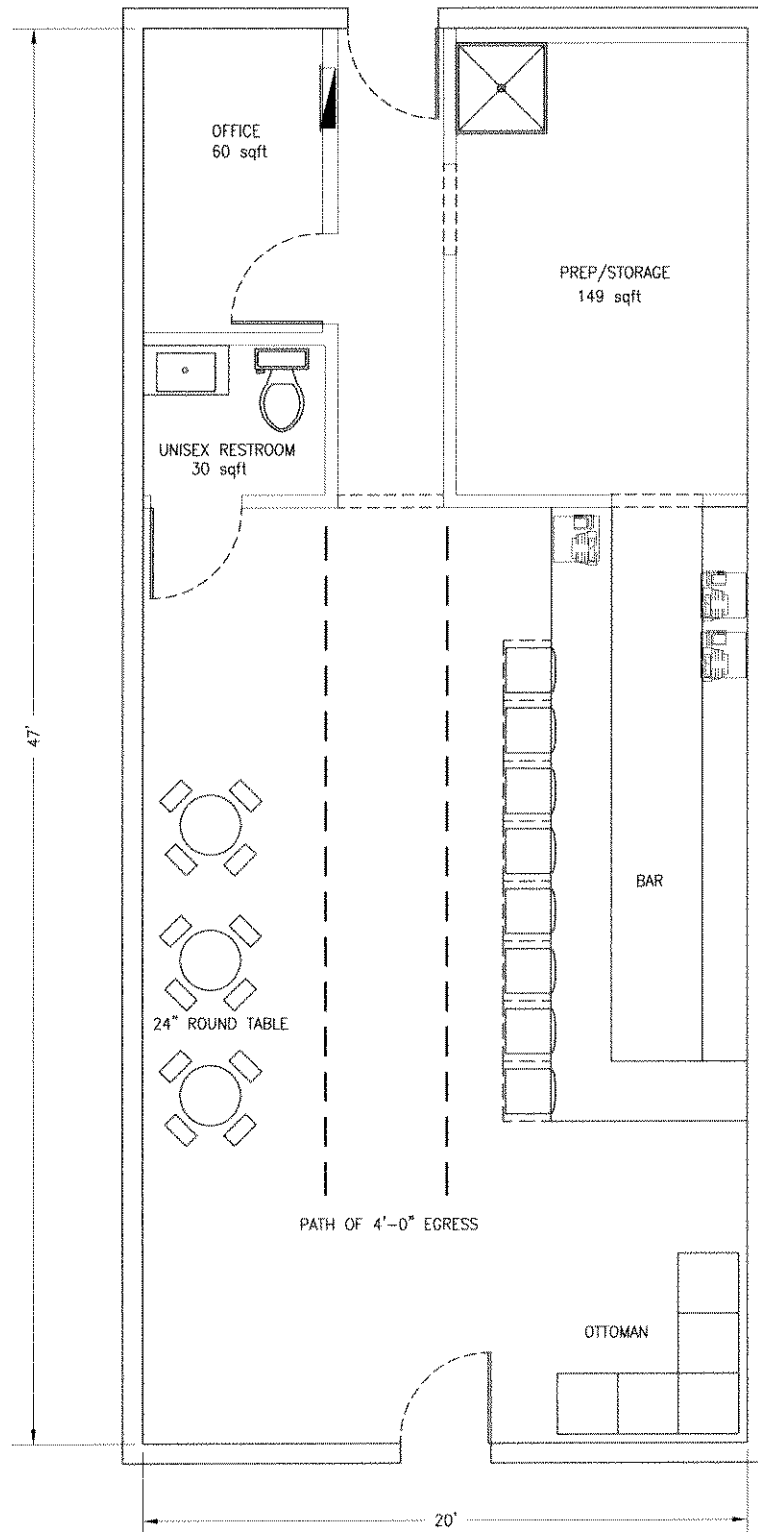
EXHIBIT "A-1"



940 EXISTING SQ.FT.

SEATING

BARSTOOLS	8
24" ROUND TOPS	12
FREESTANDING OTTOMAN SEATS	5
TOTAL PROPOSED SEATING	25



SCHEMATIC FLOOR PLAN

Tea'ze Daiquiris To Go
Galveston Seawall, LLC

4110 Seawall Blvd.
Galveston 77550

DATE: 03-17-14
SCALE: 1/4" = 1'-0"

CITY COUNCIL ITEM SIGNATURE PAGE
RECEIVED IN THE CITY MANAGER'S OFFICE _____

TITLE OF ITEM AS IT IS TO APPEAR ON CITY COUNCIL AGENDA:

SUBJECT: City Council to Consider for Approval, Payment of \$55,384.00 to Texas Gulf Construction Company Inc. for the Emergency Installation of a 24 Inch RCP Storm Sewer System on 59th Street North of Broadway. Funding for the 24 Inch RCP Storm Sewer Project will come from the Drainage Improvement Account.

Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

AGENDA DATE REQUESTED: April 24, 2014

AGENDA ITEM REQUESTED: _____

CONSENT ____ ACTION ____ ORDINANCE ____ RESOLUTION ____ OTHER _____

<u>STAFF REVIEW</u>	<u>DATE</u>	<u>APPROVED</u>	<u>SIGNATURE</u>
---------------------	-------------	-----------------	------------------

DEPARTMENT HEAD REQUESTING ITEM	<u>4/16/2014</u>	<u>✓</u>	<u>[Signature]</u>
FINANCE DIRECTOR:	<u>4/16/2014</u>	<u>✓</u>	<u>[Signature]</u>

COMMENTS: _____

CITY ATTORNEY:	<u>4-16-14</u>	<u>✓</u>	<u>[Signature]</u>
----------------	----------------	----------	--------------------

COMMENTS: _____

CITY MANAGER:	<u>11</u>	<u>✓</u>	<u>[Signature]</u>
---------------	-----------	----------	--------------------

COMMENTS: _____

ANY OTHER DEPARTMENTS AFFECTED _____ YES _____ X _____ NO
IF YES, OBTAIN THEIR APPROVAL FIRST:

<u>DEPARTMENT</u>	<u>DATE</u>	<u>APPROVED</u>	<u>SIGNATURE</u>
<u>Budget</u>	<u>04-16-14</u>	<u>✓</u>	<u>D. Pierce</u>
_____	_____	_____	_____

FISCAL POLICY STATEMENT ATTACHED? X YES _____ NO

LOCAL BIDDER? _____ YES X NO _____ NOT A PURCHASING ITEM

HAS ALL APPROPRIATE ADVERTISING BEEN COMPLETED? _____ YES _____ NO X N/A

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

Date: April 16, 2014

To: Brian Maxwell, Interim City Manager
Honorable Mayor and City Council

From: Angelo Grasso, Director of Public Works

SUBJECT: City Council to Consider for Approval, Payment of \$55,384.00 to Texas Gulf Construction Company Inc. for the Emergency Installation of a 24 Inch RCP Storm Sewer System on 59th Street North of Broadway. Funding for the 24 Inch RCP Storm Sewer Project will come from the Drainage Improvement Account.

I. BACKGROUND:

- A. On February 6, 2014, the Public Works Department was called to investigate a 36 Inch Corrugated Metal Pipe that was discovered during excavation work that was done within the proposed Burger King Development locate on 59th Street and Broadway.** The City's Utility map drawings did not show a City Storm Sewer System being located within the Burger King tract of land. Upon investigating the matter in the field, it was determined that there is a 36 inch Corrugated Metal Drainage Pipe exists that provides drainage for the 59th Street and Broadway Drainage system. The 36 inch Corrugated Metal Pipe Drainage system starts at 59th Street and Broadway and extends approximately 800 feet to the south where it ties into the Avenue K 6' x 3' Concrete Box Culvert drainage system. The 36 inch Corrugated Metal Drainage Pipe has deteriorated and either need to be replaced or needs to be slip-lined. A slip-line contractor was asked to give the City a cost estimate to slip-line approximately 800 feet of 36 inch pipe.
- B. On February 7, 2014, the Public Works Department requested that PM Construction inspect the Corrugated Metal Drainage Pipe and provide a cost to slip-line the 36 inch drainage pipe system.** When the contractor and City Staff inspected the 36 inch corrugated metal storm sewer system, it was determined that another alternative would be looked at to provide a drainage system for the 59th Street and Broadway system. It was determined that installing approximately 210 linear feet of 24 Inch Reinforced Concrete Drainage Pipe along 59th Street north of Broadway could provide drainage for the 59th Street and Broadway system.

- C. On February 10, 2014, PM Construction provided a cost estimate to install approximately 210 linear feet of 24 Inch Reinforced Concrete Drainage Pipe on 59th Street north of Broadway. The cost estimate to install the drainage system is \$107,597.77.00. This proposal called for the installation of the proposed storm sewer system under the existing sidewalk on the east side of 59th Street.
- D. On February 12, 2014, City Staff was finally able to contact a local firm to provide a cost estimate to install the 24 Inch Reinforced Concrete Drainage Pipe on 59th Street north of Broadway. Texas Gulf Construction responded on Tuesday, February 11th and visited the project area with City Staff to go over the scope of work. On Wednesday, February 12th, Texas Gulf provided a cost estimate to install the drainage system at a cost of \$70,384.00.00. This proposal called for the installation of the proposed storm sewer system under the existing sidewalk on the east side of 59th Street.
- E. At the February 20, 2014 City Council Meeting, Staff discussed the need for the installation of the 24 inch storm system on the north side of Broadway. It was agreed that it would be handled as an emergency project and after the project was completed, the payment to the contractor would be approved by City Council.

II. CURRENT SITUATION:

- A. After resolving utility locate issues concerning underground telephone and traffic signal conduits, Texas Gulf Construction Company Inc. was able to install the 24 Inch RCP Storm Sewer system under the existing sidewalk system on the east side of 59th Street. The underground storm sewer work was completed in March. The replacement of the sidewalk was finally completed in early April. Texas Gulf Construction Company inc. submitted an invoice to the City on April 15, 2014 for the work that was done. The amount of the invoice was \$55,384.00.

III. ISSUES

- A. **Installation of the 24 Inch Storm Sewer System for the 59th Street and Broadway Intersection.**

IV. ALTERNATIVES IN ORDER OF FEASIBILITY:

- A. **ALTERNATIVE A:** City Council to Approve Payment of \$55,384.00 to Texas Gulf Construction Company Inc. for the Installation of the 59th Street and Broadway Drainage System.

IMPACT AND RAMIFICATIONS:

- **Installation of the 24 Inch Storm Sewer System for the 59th Street and Broadway Intersection.** The Installation of the 59th Street and Broadway Drainage was completed. Drainage for 59th Street and Broadway will not be obstructed. The construction of the Burger King Development will be completed. .

- B. **ALTERNATIVE B: City Council to NOT Approve Payment of \$55,384.00 to Texas Gulf Construction Company Inc. for the Installation of the 59th Street and Broadway Drainage System.**

IMPACT AND RAMIFICATIONS:

- **Installation of the 24 Inch Storm Sewer System for the 59th Street and Broadway Intersection.** .

V. STAFF RECOMMENDATIONS:

- A. **ALTERNATIVE A: City Council to Approve Payment of \$55,384.00 to Texas Gulf Construction Company Inc. for the Installation of the 59th Street and Broadway Drainage System.**

VI. Fiscal Impact Report

Requested by:	Angelo Grasso, Director of Public Works
Funding Source:	44102-612001-564005 431500-xxxxxx
Name of Account	Drainage Improvement Account
Costs of implementation:	Total Cost = \$55,384.00

Respectfully Submitted,

Respectfully Submitted,

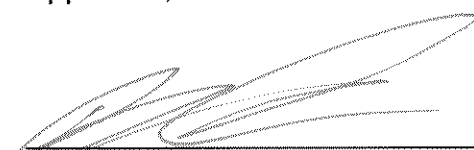


Angelo Grasso
Director of Public Works



Jon Roberts
Deputy City Manager

Approved,



Brian Maxwell
Interim City Manager

for

Texas Gulf Construction Company, Inc.

GENERAL CONTRACTORS

7225 HARBORSIDE DR. • P.O. BOX 2110 • GALVESTON, TEXAS 77553

--- INVOICE ---

City of Galveston
PO Box 779
Galveston, Texas 77553

Date: 4/15/2015
Job No.: 935
Invoice No.: **935-01**

ATTN: Angelo Grasso

PO#:

RE: 59th & Broadway Storm Sewer Repair - Per proposal dated 02/12/14

<u>ITEM</u>	<u>QUOTED AMOUNT</u>	<u>% COMPLETE</u>	<u>TOTAL</u>
24" Storm Sewer Pipe Repair Work	\$ 55,384.00	100%	55,384.00

THANK YOU FOR YOUR BUSINESS!

Please remit payment to:

Texas Gulf Construction Co., Inc.
P.O. Box 2110
Galveston, Texas 77553

\$ 55,384.00	Subtotal	\$ 55,384.00
0.00%	Sales Tax	\$ -
(-) Less Previous Billings		\$ -
AMOUNT DUE		\$ 55,384.00



CITY COUNCIL ITEM SIGNATURE PAGE
RECEIVED IN THE CITY MANAGER'S OFFICE _____

TITLE OF ITEM AS IT IS TO APPEAR ON CITY COUNCIL AGENDA:

SUBJECT: City Council to Consider for Approval, Acceptance of Proposal from Kimley-Horn and Associates, Inc. for the Traffic Study of the 61st Street and Seawall Boulevard intersection at a Cost Not to Exceed \$81,000.00. Funding for the CIP 61st Street and Seawall Boulevard Traffic Study will come from the General reserve Funds (\$250,000).

Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

AGENDA DATE REQUESTED: April 24, 2014

AGENDA ITEM REQUESTED:

CONSENT ___ ACTION ___ ORDINANCE ___ RESOLUTION ___ OTHER _____

STAFF REVIEW	DATE	APPROVED	SIGNATURE
DEPARTMENT HEAD REQUESTING ITEM	<u>4/16/2014</u>	<u>✓</u>	<u>[Signature]</u>
FINANCE DIRECTOR:	<u>4/16/2014</u>	<u>✓</u>	<u>[Signature]</u>

COMMENTS: _____

CITY ATTORNEY: 4-16-14 ✓ [Signature]

COMMENTS: _____

CITY MANAGER: ✓ [Signature]

COMMENTS: _____

ANY OTHER DEPARTMENTS AFFECTED _____ YES _____ X _____ NO
IF YES, OBTAIN THEIR APPROVAL FIRST:

DEPARTMENT	DATE	APPROVED	SIGNATURE
<u>Budget</u>	<u>04-16-14</u>	<u>✓</u>	<u>D. Pience</u>

FISCAL POLICY STATEMENT ATTACHED? X YES _____ NO

LOCAL BIDDER? _____ YES _____ NO X NOT A PURCHASING ITEM

HAS ALL APPROPRIATE ADVERTISING BEEN COMPLETED? _____ YES _____ NO X N/A

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

Date: April 16, 2014
To: Honorable Mayor and Members of City Council
Brian Maxwell, Acting City Manager
From: Angelo Grasso, Director of Public Works

SUBJECT: City Council to Consider for Approval, Acceptance of Proposal from Kimley-Horn and Associates, Inc. for the Traffic Study of the 61st Street and Seawall Boulevard intersection at a Cost Not to Exceed \$81,000.00. Funding for the CIP 61st Street and Seawall Boulevard Traffic Study will come from the General reserve Funds (\$250,000).

I. BACKGROUND:

A. The Public Works Department's Traffic Division is responsible for the maintenance of City of Galveston Traffic Signal System. The 61st Street and Seawall Boulevard intersection is one of the most highly congested traffic intersections in the City of Galveston. The intersection is a T Shaped intersection with heavy eastbound, westbound and southbound traffic volumes. The traffic volumes will vary at this intersection with varying heavy traffic flows during the morning, mid-day and evening time periods. In order to properly adjust the traffic timing of this intersection, a traffic study will be required that will look at the following issues:

- Traffic volume and turning movements at the 61st Street and Seawall Boulevard intersection.
- Traffic volume along 61st Street between IH 45 and Seawall Boulevard.
- Traffic volume along Seawall Boulevard between 57th Street and 81st Street.

An engineering consulting firm should be hired to provide the engineering the traffic study on the 61st Street and Seawall Boulevard intersection.

- B. As part of the 2013 – 2014 City of Galveston Budget,** approximately \$250,000.00 was allocated for the 61st Street Intersection and Seawall Area Corridor Study at a Capital Improvement Project.
- C. At the December 12, 2013 meeting, City Council approved a List of Pre-Qualified Consulting Engineers** for Engineering Designs Service for City of Galveston Capital Improvement Projects.

II. CURRENT SITUATION:

- A. Upon reviewing the List of Pre-Qualified Consulting List, Kimley-Horn and Associates, Inc. was chosen to provide the engineering design services for the 6ast Street and Seawall Boulevard Traffic Study. The design cost for CIP 61st Street and Seawall Boulevard Traffic Study Project is \$81,000.00.

III. ISSUES

- A. More efficient traffic flow at the 61st Street and Seawall Boulevard intersection.

IV. ALTERNATIVES IN ORDER OF FEASIBILITY:

- A. ALTERNATIVE A: City Council to Approve Proposal from Kimley-Horn and Associates, Inc. for the Engineering Design Services for the 61st Street and Seawall Boulevard Traffic Study Capital Improvement Project at a Cost Not to Exceed \$81,000.00.

IMPACT AND RAMIFICATIONS:

- More efficient traffic flow at the 61st Street and Seawall Boulevard intersection: The 61st Street and Seawall Boulevard intersection will operate more efficiently.

- B. ALTERNATIVE B: City Council to Not Approve Proposal from Kimley-Horn and Associates, Inc. for the Engineering Design Services for the 61st Street and Seawall Boulevard Traffic Study.

IMPACT AND RAMIFICATIONS:

- More efficient traffic flow at the 61st Street and Seawall Boulevard intersection: The 61st Street and Seawall Boulevard intersection will remain heavily congested.

V. STAFF RECOMMENDATIONS:

- A. ALTERNATIVE A: City Council to Approve Proposal from Kimley-Horn and Associates, Inc. for the Engineering Design Services for the 61st Street and Seawall Boulevard Traffic Study Capital Improvement Project at a Cost Not to Exceed \$81,000.00.

**CAPITAL IMPROVEMENT PROJECT
61ST STREET & SEAWALL BOULEVARD
TRAFFIC STUDY**

PAGE 3

VI. Fiscal Impact Report

Requested by:	Angelo Grasso, Director of Public Works
Funding Source:	Cost Estimate = \$81,000.00
Name of Account	General Fund Reserves (\$250,000.00).
Costs of implementation:	Total Cost = \$81,000.00

Respectfully Submitted,



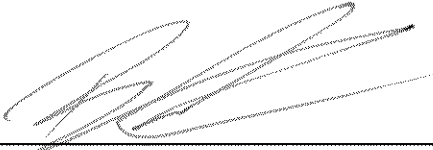
Angelo Grasso
Director of Public Works

Respectfully Submitted,



Jon Roberts
Deputy City Manager

Approved,



Brian Maxwell
Interim City Manager

for

April 15, 2014

Mr. Angelo Grasso
Director of Public Works
City of Galveston
823 Rosenberg, Room 205
Galveston, Texas 77553

Re: ***City of Galveston: 61st Street Traffic Engineering Study
Professional Services Proposal***

Dear Mr. Grasso:

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this scope and fee proposal to The City of Galveston ("the Client") for professional services for the above referenced project. Our project understanding, scope of services, schedule and fees are presented below.

PROJECT UNDERSTANDING

The Client has requested a traffic study for 61st Street between IH 45 (Gulf Freeway) and Seawall Boulevard. The study also includes few intersections along Seawall Boulevard in the immediate vicinity of 61st Street from 81st Street to 57th Street.

INFORMATION PROVIDED BY OTHERS

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Information regarding current roadways and/or any proposed infrastructure improvements planned for the study area.
- Details regarding proposed/planned developments within the study area.
- Available traffic data or traffic studies completed for study area.
- Existing traffic signal timings of signalized intersections in study area.

SCOPE OF SERVICES

Task 1: Field Investigation and Data Collection (\$15,000)

As part of this task, the Consultant will conduct a field investigation to document the existing roadway network and major intersection characteristics in the study area along 61st Street between IH 45 and Seawall Boulevard and along Seawall Boulevard between

57th Street and 81st Street. As part of the traffic data collection effort, Kimley-Horn will gather the following data using a sub-consultant.

A. 24-hour ATR counts

24-hour bi-directional traffic counts in 15 minute intervals will be collected at the following locations for a weekday both in summer (Jun–Jul) and non-summer.

- 61st Street – just north of Heards Lane
- 61st Street – just south of Central City Boulevard
- Seawall Boulevard – between Central City Boulevard and 63rd Street
- Seawall Boulevard – between 57th Street and 59th Street

In addition, ATR counts will be taken for a 72-hour period on a typical summer weekend at the following locations.

- 61st Street – NB and SB between Central City Boulevard and Avenue T ½
- Seawall Boulevard – EB between Central City Boulevard and 63rd Street
- Seawall Boulevard – WB between 57th Street and 59th Street

B. Turning Movement Counts (TMC)

TMC's will be conducted during typical weekday (Tuesday, Wednesday or Thursday) between the hours of 7:00 - 9:00 am and 4:30 - 6:30 pm. In addition, nine hours of weekend peak period counts on a typical Saturday in summer will be done between 11:00 am and 8:00 pm at the following intersections.

1. IH 45 NB Frontage Road at 61st Street
2. IH 45 SB Frontage Road at 61st Street
3. 61st Street at Heards Lane
4. 61st Street at Stewart Road
5. 61st Street at Avenue T ½
6. 61st Street at Central City Boulevard
7. 61st Street at Seawall Boulevard
8. Seawall Boulevard at 57th Street
9. Seawall Boulevard at Central City Boulevard
10. Seawall Boulevard at 81st Street

C. Spot Speed Data

Sample speed data will be collected on for 2 hours or 125 vehicles, whichever comes first at the following locations.

1. 61st Street – between IH 45 and Stewart Road
2. Seawall Boulevard –between Central City Boulevard and 81st Street

Task 2: Existing Traffic Operations Analysis (\$10,000)

Kimley-Horn will conduct a traffic operation analysis of the study roadways and signalized intersections using traffic data collected under Task 1. Using the TMC data collected, Kimley-Horn will analyze the study roadway network and signalized intersections during the weekday AM and PM peak hours, and Saturday peak hour. A level-of-service (LOS) analysis of the roadway segment and the major intersections during the peak periods will be done using Synchro and/or Highway Capacity Software (HCS). The Synchro model will be developed using the existing traffic

signal operations at each signalized intersection and as part of this task, Kimley-Horn will evaluate both the existing function and traffic operations along the study segments of 61st Street and Seawall Boulevard. In addition, Kimley-Horn may observe traffic conditions during peak periods to validate the traffic model which would form the basis for evaluating potential improvements.

Task 3: Roadway/Intersection Improvement Evaluation (\$8,000)

Kimley-Horn will use the Synchro traffic model and suitable traffic growth factors to develop possible solutions for improving traffic flow, operations, and safety for both existing and future (Year 2019) scenarios. If it is determined that roadway and intersection improvements are necessary from a capacity and/or safety standpoint, Kimley-Horn will identify the types of improvements required to create an effective roadway system to support the traffic demand.

Kimley-Horn will address the need for additional lanes, pavement condition improvements, storage length requirements, signalization improvements, ingress/egress improvements, and other operational improvements along the study roadways. The recommended improvements would be checked for constructability based on right-of-way (ROW) availability. Recommended capital improvements will be shown on exhibits and planning level opinion of probable construction costs will be developed. No design services related to recommended improvements are included as part of this task. Kimley-Horn will summarize the findings and results in a tabular and/or graphical format.

Task 4: Traffic Signal Timing and Operations Evaluation (\$7,000)

Traffic signal operations at each intersection will be evaluated as part of this task and improvements related to traffic signal timing or phasing will be recommended. Kimley-Horn will determine the various cycle lengths that are currently being used at study intersections. Based on time-of-day traffic volume variations and patterns during the AM, Off, PM and weekend peak periods, appropriate schedules for each corridor will be recommended. Using the capacity analyses and existing LOS findings at each intersection, Kimley-Horn will determine the ideal lane use configuration and phasing patterns. Determination of optimum cycle lengths and development of signal timing plans are not a part of this task.

This evaluation will only form the initial part of a traffic signal optimization, and should the City decide to proceed with full implementation of optimized signal timings, it would be done as an additional service (see Task 6).

Task 5: Traffic Study Documentation (\$12,000)

As part of this task, Kimley-Horn will submit a draft report to the City for review. This draft report will document the study methodology, traffic volumes, analysis results, and recommendations for improvements. The draft report (one hard copy) will be delivered to the City for review and comment. Kimley-Horn will meet with the City to receive concurrence regarding the study findings and recommended improvements. Kimley-Horn will respond to two (2) rounds of comments, and after incorporating reasonable review comments, will submit two (2) hard copies and one (1) electronic copy of the final

report to the City of Galveston.

Services listed as Tasks 1, 2, 3, 4, and 5 are the essential services that would be provided by Kimley-Horn to the City of Galveston. Services listed under Task 6 are the additional services that can be provided by Kimley-Horn upon request by the City of Galveston.

Task 6: Traffic Signal Timing Optimization (\$29,000)

Kimley-Horn will use the Synchro traffic model prepared for the traffic engineering study to develop optimized traffic signal timing plans for the 61st Street corridor and the Seawall Boulevard corridor between 57th Street and 81st Street. Traffic signal timings at the following intersections will be optimized.

1. IH 45 NB Frontage Road at 61st Street
2. IH 45 SB Frontage Road at 61st Street
3. 61st Street at Heards Lane
4. 61st Street at Stewart Road
5. 61st Street at Avenue T ½
6. 61st Street at Central City Boulevard
7. 61st Street at Seawall Boulevard
8. Seawall Boulevard at 57th Street
9. Seawall Boulevard at Central City Boulevard
10. Seawall Boulevard at 81st Street

As part of this task, Kimley-Horn will observe actual peak-hour traffic operations to identify specific problems that should be addressed. Kimley-Horn will review existing vehicular clearance intervals (yellow and all-red intervals) and existing pedestrian clearance intervals for appropriateness based on the intersection geometry as depicted in available scaled drawings or aerial images. These calculations will be verified by measuring intersection widths or crosswalk lengths in the field, if needed.

Kimley-Horn will then perform Synchro optimization analysis to determine the optimum cycle lengths for the AM, Off, PM, and weekend peak periods and then generate new optimized timing plans for these peak periods. After making appropriate refinements (“on-screen fine-tuning”), Kimley-Horn will prepare the proposed timing plans and time-space diagrams for inclusion in the Preliminary Timings that will be submitted to the City for review and approval. To evaluate the results of the signal timing optimization, before and after travel time runs will be conducted along the two corridors. Three runs in each direction will be done for a weekday AM and PM peak, and a weekend peak.

Upon approval of the proposed cycle lengths and timing plans by the City, Kimley-Horn will input the new timing plans into the signal controllers. In the initial phases of traffic signal timing implementation, the City’s traffic signal technician should be present when new timings are input or modified at these controllers. After the new timing plans have been installed, Kimley-Horn will observe the actual operation of the new timing plans and recommend field adjustments to improve traffic operations.



Several iterations of offset adjustments and phase sequencing are typically required to achieve good progression along a corridor. A critical aspect of signal coordination is the ability of the controller clocks to be in sync. Kimley-Horn assumes that there would be communication between controllers to accomplish this or Time-Based Coordination employing the controller's internal clock will be used. Kimley-Horn will complete the necessary fine-tuning required for optimum performance. The final timings will be uploaded onto the City's laptop in the field when the timing implementation is complete. A hard copy of the final timings will also be placed in each cabinet for reference. Kimley-Horn will summarize the cycle length analyses, timing plan generation, time-space diagrams, and final implemented timings in a brief report. This final report (2 hard copies + 1 electronic copy) will include the final timing plan data (cycle lengths, splits, offsets, and phase sequences) in tabular form. The report will also include the results of the before and after travel time comparisons.

SCHEDULE

We will complete our scope of services as expeditiously as possible within a mutually agreed upon timeframe. The work identified under Tasks 1 through 5 shown above will be completed within 4 months from receiving notice to proceed, subject to summer being within this time frame.

The work identified under Task 6 shown above would be done only upon approval by City and will be completed within 2 months from receiving notice to proceed for this task and after completion of Tasks 1-4.

Times for performance shall be extended as necessary for delays due to circumstances that Kimley-Horn does not control. Kimley-Horn shall not be liable for or be deemed in breach because of delays caused by any factor outside of its reasonable control.

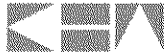
FEE AND BILLING

We will perform the services described in **Tasks 1 through 5** for a lump sum fee of **\$52,000.00** as detailed below. All project-related direct expenses are included in these fees.

Task 1: Data Collection	\$15,000
Task 2: Traffic Operations Analysis	\$10,000
Task 3: Roadway/Intersection Evaluation	\$ 8,000
Task 4: Traffic Signal Evaluation	\$ 7,000
Task 5: Study Documentation	\$12,000
Total Lump Sum Fee	\$52,000

The fee for services described in **Task 6** is a lump sum fee of **\$29,000.00** inclusive of direct expenses.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice



date. Payment will be due within 25 days of your receipt of the invoice.

ADDITIONAL SERVICES

Any services beyond the Scope of Services described in the tasks above shall be considered additional services. The Consultant can provide additional services, if needed, upon the Client's issuance of a written Work Order. Any additional amounts paid to the Consultant as a result of the material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed.

Kimley-Horn and Associates, Inc. appreciates the opportunity to provide these services to the City of Galveston. If you have any questions or concerns or need additional information regarding this proposal, please contact me.

KIMLEY-HORN AND ASSOCIATES, INC.

Sincerely,

A handwritten signature in black ink, appearing to read 'Manu Isaac'.

Manu Isaac, P.E.
Associate/Senior Project Manager

City of Galveston CIP Projects (FINAL)(ADOPTED) FY 2013-2020 - STREETS

Date Last Updated: 10/4/2013

<u>Item</u>	<u>Project</u>	<u>Fiscal Year</u>	<u>Est. Cost</u>	<u>Source of Funds</u>
1	Design and Repair of Pedestrian Signals at 16 intersections on Broadway	2014	\$400,000	3200 2001 GO Bonds \$277,378; 3203 2005 GO Bonds \$122,622
2	Design and installation of traffic signal system at 81st and Stewart Road	2014	\$200,000	3203 2005 GO Bonds \$200,000
3	Installation of Seawall Synchro Green Signal Systems (Intersections of 37th, 39th, 45th, 53rd & 57th Streets)	2014	\$150,000	3203 2005 GO Bonds \$150,000
4	Seawall Paving - County Section, Seawall Striping	2014	\$666,746	3203 2005 GO Bonds \$666,746 ¹
5	61st St. Intersection and Seawall Area Corridor Study	2014	\$250,000	Transfer from General Fund Reserves \$250,000
7	Street paving, rehabilitation and/or reconstruction as per Roadway Master Prioritization List	2014	\$2,018,234	2012 & 2013 & 2014 Set aside \$ 1,268,234; Reserves \$750,000
8	Street paving, rehabilitation and/or reconstruction as per Roadway Master Prioritization List	2015	\$1,373,922	2014-2015 3% set aside approximate \$1,373,922
6	61st St. Intersection and Seawall Area Corridor Study Recommendations Implementation	2016	\$2,500,000	New Debt Issue
9	Street paving, rehabilitation and/or reconstruction as per Roadway Master Prioritization List	2016	\$1,831,896	2015-2016 4% set aside approximate \$1,831,896
10	Street paving, rehabilitation and/or reconstruction as per Roadway Master Prioritization List	2017	\$2,289,870	2016-2017 5% set aside approximate \$2,289,870
11	Street paving, rehabilitation and/or reconstruction as per Roadway Master Prioritization List	2018	\$2,747,844	2017-2018 6% set aside approximate \$2,747,844
12	Street paving, rehabilitation and/or reconstruction as per Roadway Master Prioritization List	2019	\$3,205,818	2018-2019 7% set aside approximate \$3,205,818

**-CITY COUNCIL ITEM SIGNATURE PAGE
RECEIVED IN THE CITY MANAGER'S OFFICE _____**

TITLE OF ITEM AS IT IS TO APPEAR ON CITY COUNCIL AGENDA:

SUBJECT: City Council to Consider for Approval, Acceptance of Proposal from Dannenbaum Engineering Corporation for the Engineering Design of Capital Improvement Harborside Drive and Postoffice Street Storm Sewer System Repair Projects at a Cost Not to Exceed \$303458.50. Funding for the CIP Harborside Drive & Postoffice Street Storm Sewer Project Design will come from the Drainage Improvement Account.

Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

AGENDA DATE REQUESTED: April 24, 2014

AGENDA ITEM REQUESTED:

CONSENT X ACTION ORDINANCE RESOLUTION OTHER

<u>STAFF REVIEW</u>	<u>DATE</u>	<u>APPROVED</u>	<u>SIGNATURE</u>
---------------------	-------------	-----------------	------------------

DEPARTMENT HEAD REQUESTING ITEM

4/16/2014

✓

Angela Green

FINANCE DIRECTOR:

4/16/2014

✓

Beth Free

COMMENTS: _____

CITY ATTORNEY:

4-16-2014

✓

AT

COMMENTS: _____

CITY MANAGER:

✓

[Signature]

COMMENTS: _____

ANY OTHER DEPARTMENTS AFFECTED
IF YES, OBTAIN THEIR APPROVAL FIRST:

_____ YES X NO

<u>DEPARTMENT</u>	<u>DATE</u>	<u>APPROVED</u>	<u>SIGNATURE</u>
_____	_____	_____	_____
_____	_____	_____	_____

FISCAL POLICY STATEMENT ATTACHED? X YES NO

LOCAL BIDDER? YES NO X NOT A PURCHASING ITEM

HAS ALL APPROPRIATE ADVERTISING BEEN COMPLETED? YES NO X N/A

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

Date: April 16, 2014

To: Honorable Mayor and Members of City Council
Brian Maxwell, Acting City Manager

From: Angelo Grasso, Director of Public Works

SUBJECT: City Council to Consider for Approval, Acceptance of Proposal from Dannenbaum Engineering Corporation for the Engineering Design of Capital Improvement Harborside Drive and Postoffice Street Storm Sewer System Repair Projects at a Cost Not to Exceed \$303,458.50. Funding for the CIP Harborside Drive & Postoffice Street Storm Sewer Project Design will come from the Drainage Improvement Account.

I. BACKGROUND:

A. The Public Works Department is responsible for the maintenance of City of Galveston's Storm Sewer system. There are several locations adjacent to Harborside Drive or that tie into the Harborside Drive drainage system that are in need of repair. The drainage sites included in this proposed drainage projects include following locations:

- Replacement of a severely deteriorated wooden box culvert that crosses Postoffice Street between 46th Street and 51st Street that ties into the Harborside drainage system.
- Repair of damaged 6 RCP Drainage Culverts on Old Port Industrial Road just north of Harborside Drive and east of the Main Sewer Treatment Plant.
- Piping of a silt impaired drainage ditch just north of Harborside Drive and west of the Main Sewer Treatment Plant.
- Repair of damaged storm sewer pipe north of Harborside Drive at approximately 6100 Block of Harborside Drive.
- Repair of damaged storm sewer pipe north of Harborside Drive at approximately 6500 Block of Harborside Drive.
- Repair of damaged storm sewer pipe north of Harborside Drive at approximately 6700 Block of Harborside Drive.

B. As part of the 2013 – 2014 City of Galveston Budget, approximately \$1,000,000.00 was allocated for a Capital Improvement (CIP) Project on the Harborside Drive Outfall Project.

C. At the December 12, 2013 meeting, City Council approved a List of Pre-Qualified Consulting Engineers for Engineering Designs Service for City of Galveston Capital Improvement Projects.

II. CURRENT SITUATION:

- A. Upon reviewing the List of Pre-Qualified Consulting List, Dannenbaum Engineering Corporation was chosen to provide the engineering design services for the Harborside Drive Storm Sewer System Projects. The design cost for the CIP Harborside Storm Sewer Project is an amount not to exceed \$303,458.50.

III. ISSUES

- A. Repair of the Harborside Drive and Postoffice Street Storm Sewer System at various locations.

IV. ALTERNATIVES IN ORDER OF FEASIBILITY:

- A. ALTERNATIVE A: City Council to Approve the Proposal from Dannenbaum Engineering Corporation for the Engineering Design of Capital Improvement Harborside Drive and Postoffice Street Storm Sewer System Projects at a Cost Not to Exceed \$303,458.50.

IMPACT AND RAMIFICATIONS:

- Repair of the Harborside Drive and Postoffice Street Storm Sewer System at various locations: The Harborside Drive and Postoffice Street Storm Sewer System will be repaired.

- B. ALTERNATE B: City Council to Not Approve the Proposal from Dannenbaum Engineering Corporation for the Engineering Design of Capital Improvement Harborside Drive and Postoffice Street Storm Sewer System Projects.

IMPACT AND RAMIFICATIONS:

- Repair of the Harborside Drive and Postoffice Street Storm Sewer System at various locations: The Harborside Drive and Postoffice Street Storm Sewer System will not be repaired.

V. STAFF RECOMMENDATIONS:

- A. ALTERNATIVE A: City Council to Approve the Proposal from Dannenbaum Engineering Corporation for the Engineering Design of Capital Improvement Harborside Drive and Postoffice Street Storm Sewer System Projects at a Cost Not to Exceed \$303,458.50.

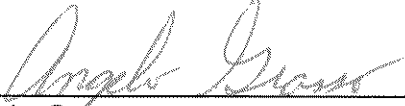
VI. Fiscal Impact Report

Requested by:	Angelo Grasso, Director of Public Works
Funding Source:	
Name of Account	Drainage Improvement Account.
Costs of implementation:	Total Cost = Not To Exceed \$303,458.50

**CAPITAL IMPROVEMENT PROJECT DESIGN
HARBORSIDE STORM SEWER SYSTEM**

PAGE 3

Respectfully Submitted,

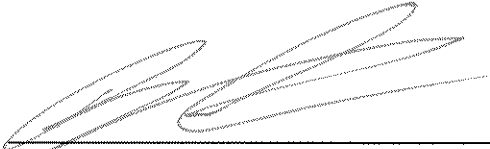


Angelo Grasso
Director of Public Works

Respectfully Submitted,

Jon Roberts
Deputy City Manager

Approved,



Brian Maxwell
Interim City Manager



DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING
EXCELLENCE
SINCE
1945

April 15, 2014

Mr. Angelo Grasso
Director of Public Works
City of Galveston
P.O. Box 779
Galveston, Texas 77553

**RE: Culvert Replacement at Post Office and Harborside
Outfall Rehabilitation on Harborside**

Dear Mr. Grasso:

Dannenbaum Engineering Corporation (DEC) is pleased to present this proposal to you regarding Culvert Replacement and Outfall Rehabilitation in Galveston County. It is our intent to present a background of the problem, then a scope of work. There are six (6) locations that need repair: (1) Wooden culvert at Post Office Street east of 51st Street; (2) Sinkhole west of 51st Street; (3) Outfall near the Wastewater Treatment Plant; (4) Three outfalls from Harborside aligned with 59th, 67th, and 65th Streets. The scope consists of evaluating the existing condition of two culverts and four outfalls, and preparing plans, specifications and an estimate for the recommended replacements and repair.

Background

For Location 1, wooden culvert at Post Office Street, there is a need to replace it with a reinforced concrete box. There is a concern by the City regarding vehicular safety for heavy loads crossing the wood culvert.

For Location 2, there are six RCP crossings in Harborside with one of them (West End) may have collapsed at a pipe joint. A large sinkhole has formed just west of this culvert.

For Location 3, the outfall channel is silted impairing Harborside inlets/outfalls to work.

For Locations 4, 5 and 6, all outfalls from Harborside to the Galveston Channel are silted impairing the storm sewer drainage resulting in storm water backing up into Harborside. There is a possibility of collapsed pipe joints affecting one or more reaches.

Scope of Work

In order to perform PS&E on four locations, the outfall condition needs to be verified. Cleaning and television inspection are required of the storm sewer lines to define repairs. The cleaning and TV inspection will be performed by a sub-contractor.

Mr. Angelo Grasso
Director of Public Works
City of Galveston
Page 2
April 15, 2014

The following design locations are anticipated:

1. Replace Wooden Culvert at Post Office Street East of 51st Street
Remove and replace Wooden Culvert under Post Office Street.
2. Investigate Sinkhole and Possible Culvert Replacement West of 51st Street on Harborside
Sinkhole west of the six culverts on Harborside. A recommendation for sinkhole and repair of culverts as required will be made.
3. Rerouting of Outfall West of 51st Street on Harborside
Outfall ditch on private property is full of sediment. The solution will include finding a new route for Harborside to drain, i.e. a new storm sewer system parallel to Harborside, then into the City WWTP to its discharge point into an open channel. A new easement will be required just north of Harborside from the existing ditch outfall to the WWTP. A new outfall structure on the northeast corner of the WWTP will be installed.
- 4, 5, 6. Investigate Outfall Location & Condition, Rehab as Necessary North of Harborside
Investigate location and condition of three outfalls, and prepare plans and specifications to replace or repair outfalls as necessary.

FINAL PLANS, SPECIFICATIONS AND ESTIMATE

Construction Drawings

DEC will develop and produce a full PS&E set with submittals as shown below for all 6 outfalls.

- A. Condition Assessment**
 1. Locate outfalls and determine existing condition
 2. Prepare preliminary letter report with condition assessment
- B. Preliminary Plan Layout (Redline Design) - 50% Submittal and Approval**
 1. Prepare preliminary design drawings. (Layout, project control, plan and profile.)
 2. Prepare preliminary quantities, cost estimate and a list of specifications.
- C. Final Plan Review - 90% Submittal and Approval**
 1. Prepare/revise final construction plans, cost estimate and draft specifications.
 2. Obtain approval signatures from utility and/or pipeline companies, other governmental agencies or municipalities.

Mr. Angelo Grasso
Director of Public Works
City of Galveston
Page 3
April 15, 2014

D. Final Plan Approval - 100% Submittal and Approval

1. Submit Final Plans on mylar, signed and sealed by a Professional Engineer.
2. Submit Specifications, unbound, signed and sealed by a Professional Engineer.
3. Submit opinion of cost.

E. Pre-bid Phase

Assist the City on a pre-bid phase for project advertisement, plans and specs distribution, attend pre-bid meetings, bid opening and prepare Bid Tabulation and recommendation letter.

F. Limited Construction Phase Services

- 4.1 Attend construction meetings when requested.
- 4.2 Participate in scheduled walk through inspections.
- 4.3 Review and approve contractor submittals when requested.
- 4.4 Prepare record drawings.

G. Project Management

Effort will be required to meet with the City's staff to review the results of the analysis, progress meetings and coordination with sub-consultants.

Additional Services - Scope of Work by Sub-Consultants

Surveying, Geotechnical and Cleaning and Television (TV) Inspection of Storm Sewer

Surveying

1. Attached Survey proposal by Kuo & Assoc.

Geotechnical

1. Attached proposal by HTS Inc.

Cleaning and Television (TV) Inspection of Storm Sewer

1. Attached proposal by Specialized Maintenance Services, Inc (Cost by LF, Spreadsheet attached with approximate Storm Sewer distance for Outfalls 4, 5 and 6)

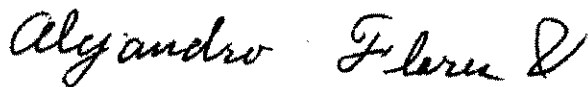
The cost for developing the proposed plans and outfall improvements is \$207,220.00 for Dannenbaum Engineering plus \$96,238.50 for the sub-consultants tasks for a total of \$303,458.50. A breakdown of tasks is shown in Attachment 1.

Mr. Angelo Grasso
Director of Public Works
City of Galveston
Page 4
April 15, 2014

If you have any questions or comments concerning this proposal, please feel free to contact me at 713-527-6365.

Sincerely yours,

DANNENBAUM ENGINEERING CORPORATION

A handwritten signature in black ink that reads "Alejandro C. Flores". The signature is written in a cursive, flowing style.

Alejandro C. Flores, P.E.
H&H Division Manager

Attachments

Attachment 1 - Galveston Culvert and Outfall Rehabilitation

TASK		Linear Foot	Plug \$1,500.00	Total Cost
CLEAN AND TELEVIEW STORM SEWER LINE				
A.	Outfall #4	770	1	\$30,700.00
B.	Outfall #5	450	1	\$18,600.00
C.	Outfall #6	220	1	\$9,860.00

Total \$59,220.00



Specialized Maintenance Services, Inc.

The Environmental Protection Specialists

4533 Pasadena Blvd. • Pasadena, Texas 77503 • (281) 476-1010 • Fax (281) 476-4067

April 9, 2014

Dannenbaum Engineering Corporation
3100 W. Alabama
Houston, TX 77098
Phone: 713-527-6437
Fax:

PROPOSAL: 14-1031

Attn: Johan Petterson

Sub: Clean and Televis Storm Lines

Dear Mr. Petterson

In accordance with your request, we are pleased to submit the following proposal.

SCOPE OF WORK: Clean and Televis storm sewer lines in Galveston, TX.

SPECIALIZED MAINTENANCE WILL FURNISH: All necessary supervision, personnel, materials, and equipment to perform the work. Transportation of men and equipment, to and from the jobsite.

THE OWNER WILL FURNISH: Access and rights of way to all openings; all permits and equipment access to all manholes, and water meter for fire hydrant connection.

PRICE: Our price to perform the work will be as follows:

\$38.00/LF Based on the following assumptions:
\$1500.00 per plug placement

1. Disposal site to be determined
2. Decanting of water from line to be determined
3. Assumes no diver needed to set plugs
4. Assumes city will supply access to fire hydrant water for cleaning
5. Assumes no traffic control
6. Assumes city personnel to remove debris (heavy concrete blocks, metal pieces, ect.) from outfall side
7. Assumes 100% pipe integrity
8. We are not responsible for any damages to pipe

Note: Please note these prices are based on the available information that was provided to us.

TERMS: An interest charge of 1 ½% will be assessed on all past due amounts. This proposal is only good for 90 days. Refer to terms on back.

REMARKS OR SPECIAL CONDITIONS: In the progress of our services, should we encounter any structural defect or failure in the pipelines, such will be reported to the Owner, but under no condition are we responsible for any corrections, repairs, or extractions.

Should you find this proposal satisfactory, please sign one copy and return to this office. We look forward to being of service to you.

Respectfully submitted,

Accepted this _____ - day of _____ 2014

Specialized Maintenance Services, Inc.

Name Of Purchaser

By _____

Name and Title

Jack Burdick
Superintendent



Consulting Engineers
& Surveyors

10700 Richmond Ave, Suite 113
Houston, TX 77042
Tel: (713) 975-8769
Fax: (713) 975-0920
www.kuoassociates.com

March 6, 2014

Al Flores, P.E. CFM
Dannenbaum Engineering Co.
3100 West Alabama
Houston, TX 77098

Re: Outfall Survey for Drainage Improvement
City of Galveston

Dear Mr. Flores:

KUO & Associates, Inc. is pleased to submit this proposal to perform surveying services for limited drainage improvement in the City of Galveston:

The scope of work and fee will be as follows:

SCOPE OF WORK

Scope of work consists of the following surveying services for six outfalls and its immediate vicinity areas (as marked on the attached exhibit) as applicable:

- Item-1: Topographic Surveying Services (for Outfall Locations **1 to 6**)
- Item-2: Boundary Surveying Services (for Outfall Locations **3 to 5**)
- Item-3: Surveying intersections if necessary

Item-1: Topographic Surveying Services (for Outfall Locations 1 to 6)

Survey shall comply with City of Galveston criteria and Category 6, Condition 2 survey of the latest TSPS Manual of Practice as applicable. The scope of work will be to survey details on the outfalls and its immediate vicinity areas in six areas as shown in the attached exhibits. In general, under the scope of work the following tasks will be done:

- Horizontal and vertical controls will be established and tied to the City of Galveston Monument/NGS monument, if available
- Surveying cross sections at 100' c-c- and all topographic features for the following limit/lengths
 1. Approximately 400' in the vicinity of Outfall 1 as marked on the attached exhibit
 2. Approximately 400' in the vicinity of Outfall 2 as marked on the attached exhibit
 3. Approximately 950' in the vicinity of Outfall 3 as marked on the attached exhibit
 4. Approximately 800' in the vicinity of Outfall 4 as marked on the attached exhibit
 5. Approximately 500' in the vicinity of Outfall 5 as marked on the attached exhibit
 6. Approximately 350' in the vicinity of Outfall 6 as marked on the attached exhibit
- Locating and surveying all visible existing utilities (i.e. manholes, culverts, power poles, etc.) and paint marks (by One call) within the limit at each location
- Inverting manholes and inlets within the limit
- Survey water surface elevation at the bay for locations 1 to 6
- Obtain record drawings if available
- Prepare a plan drawing for each location containing all existing topographic information, and underground and overhead utility lines in AutoCAD format.
- Prepare survey control map for locations 1 to 6

Item-2: Boundary Surveying Services (for Outfall Locations 3 to 5)

Scope work includes the following boundary surveying related work

- Perform research for existing easement for the outfalls in the locations 3 to 5
- Prepare parcel plat and metes and bounds for proposed drainage easements for locations 3 to 5, if required

All proposed easement parcels will be prepared in compliance with the Category 1A, Condition 2 boundary surveying as per TSPS Manual of Practices

Item-3: Surveying intersections if necessary

One or more intersections (in general in between local/low traffic roads) may be surveyed as per instructions of your office. The following tasks will be done for the item at each intersection

- Survey would be done with assumed datum unless tie to any datum is economically equivalent
- Topographic survey at each intersection will be extended to the ER on each street.
- Survey will include all topographic features including edges of road, road side ditches, etc. within the limit
- Survey will include all utility features including manhole/inlets, roadside culverts, etc. within the limit
- A plan drawing will be prepared including all surveyed information

To our understanding, inverting manholes, delineation of utilities, ROW and survey control maps are not necessary for the type of design work and thereby excluded from the scope of this proposal.

FEES & SCHEDULE:

The fees for the above-described works will be as follows:

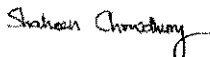
Item	Scope	Location	Fee (lump sum)
Item-1	Topographic Survey	Location 1	\$ 2,886.00
		Location 2	\$ 2,953.00
		Location 3	\$ 3,823.50
		Location 4	\$ 3,446.00
		Location 5	\$ 3,355.00
		Location 6	\$ 3,020.00
Total (Item-1)			\$ 19,483.50
Item-2	Easement Research	Location 3	\$ 1,555.00
		Location 4	\$ 1,555.00
		Location 5	\$ 1,555.00
	Easement Parcel	Location 3	\$ 2,668.00
		Location 4	\$ 2,668.00
		Location 5	\$ 2,668.00
Total (Item-2)			\$ 12,669.00
Item-3	Intersection	minor streets	\$1,953.50/each

*Details on the level of efforts are shown in the attached tables

We can complete Item-1 in 35 calendar days, Item-2 in 45 calendar days and each intersection survey in 15 calendar days upon notice to proceed.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Regards,



Shaheen Chowdhury, P.E., R.P.L.S.

ITEM-1: LEVEL OF EFFORTS FOR OUTFALL TOPO SURVEY

Level of Efforts for Topo Survey at Location 1							
ITEM	Principal \$150.00	RPLS \$125.00	SIT \$85.00	CADD \$70.00	Crew \$134.00	Hrs	Cost
Establish Survey Controls			0.5		1	1.5	\$176.50
Tie to Benchmark/Datum			0.5		0.5	1	\$109.50
Topo survey					2.5	2.5	\$335.00
manhole/inlet invert (if any)					0.5	0.5	\$67.00
Utility Research			2			2	\$170.00
Approximate ROW			4			4	\$340.00
Plan drawing			2	8		10	\$730.00
Survey control map			1	4		5	\$365.00
QA/QC		2				2	\$250.00
Traveling to and from site					2	2	\$268.00
Proj Management	0.5					0.5	\$75.00
Total Hrs	0.5	2	10	12	6.5	31	
Total Cost	\$75.00	\$250.00	\$850.00	\$840.00	\$871.00		\$2,886.00

Level of Efforts for Topo Survey at Location 2							
ITEM	Principal \$150.00	RPLS \$125.00	SIT \$85.00	CADD \$70.00	Crew \$134.00	Hrs	Cost
Establish Survey Controls			0.5		1	1.5	\$176.50
Tie to Benchmark/Datum			0.5		0.5	1	\$109.50
Topo survey					3	3	\$402.00
manhole/inlet invert (if any)					0.5	0.5	\$67.00
Utility Research			2			2	\$170.00
Approximate ROW			4			4	\$340.00
Plan drawing			2	8		10	\$730.00
Survey control map			1	4		5	\$365.00
QA/QC		2				2	\$250.00
Traveling to and from site					2	2	\$268.00
Proj Management	0.5					0.5	\$75.00
Total Hrs	0.5	2	10	12	7	31.5	
Total Cost	\$75.00	\$250.00	\$850.00	\$840.00	\$938.00		\$2,953.00

Level of Efforts for Topo Survey at Location 3							
ITEM	Principal \$150.00	RPLS \$125.00	SIT \$85.00	CADD \$70.00	Crew \$134.00	Hrs	Cost
Establish Survey Controls			1		2.5	3.5	\$420.00
Tie to Benchmark/Datum			0.5		0.5	1	\$109.50
Topo survey					5	5	\$670.00
manhole/inlet invert (if any)					0.5	0.5	\$67.00
Limited site clearing					1	1	\$134.00
Utility Research			2			2	\$170.00
Approximate ROW			4			4	\$340.00
Plan drawing			2	8		10	\$730.00
Survey control map			2	6		8	\$590.00
QA/QC		2				2	\$250.00
Traveling to and from site					2	2	\$268.00
Proj Management	0.5					0.5	\$75.00
Total Hrs	0.5	2	11.5	14	11.5	39.5	
Total Cost	\$75.00	\$250.00	\$977.50	\$980.00	\$1,541.00		\$3,823.50

Level of Efforts for Topo Survey at Location 4							
ITEM	Principal \$150.00	RPLS \$125.00	SIT \$85.00	CADD \$70.00	Crew \$134.00	Hrs	Cost
Establish Survey Controls			0.5		2	2.5	\$310.50
Tie to Benchmark/Datum			0.5		0.5	1	\$109.50
Topo survey					4	4	\$536.00
manhole/inlet invert (if any)					0.5	0.5	\$67.00
Utility Research			2			2	\$170.00
Approximate ROW			4			4	\$340.00
Plan drawing			2	8		10	\$730.00
Survey control map			2	6		8	\$590.00
QA/QC		2				2	\$250.00
Traveling to and from site					2	2	\$268.00
Proj Management	0.5					0.5	\$75.00
Total Hrs	0.5	2	11	14	9	36.5	
Total Cost	\$75.00	\$250.00	\$935.00	\$980.00	\$1,206.00		\$3,446.00

Level of Efforts for Topo Survey at Location 5							
ITEM	Principal \$150.00	RPLS \$125.00	SIT \$85.00	CADD \$70.00	Crew \$134.00	Hrs	Cost
Establish Survey Controls			0.5		2	2.5	\$310.50
Tie to Benchmark/Datum			0.5		0.5	1	\$109.50
Topo survey					4	4	\$536.00
manhole/inlet invert (if any)					0.5	0.5	\$67.00
Limited site clearing					1	1	\$134.00
Utility Research			2			2	\$170.00
Approximate ROW			4			4	\$340.00
Plan drawing			2	8		10	\$730.00
Survey control map			1	4		5	\$365.00
QA/QC		2				2	\$250.00
Traveling to and from site					2	2	\$268.00
Proj Management	0.5					0.5	\$75.00
Total Hrs	0.5	2	10	12	10	34.5	
Total Cost	\$75.00	\$250.00	\$850.00	\$840.00	\$1,340.00		\$3,355.00

Level of Efforts for Topo Survey at Location 6							
ITEM	Principal \$150.00	RPLS \$125.00	SIT \$85.00	CADD \$70.00	Crew \$134.00	Hrs	Cost
Establish Survey Controls			0.5		1	1.5	\$176.50
Tie to Benchmark/Datum			0.5		0.5	1	\$109.50
Topo survey					3	3	\$402.00
manhole/inlet invert (if any)					0.5	0.5	\$67.00
Limited site clearing					0.5	0.5	\$67.00
Utility Research			2			2	\$170.00
Approximate ROW			4			4	\$340.00
Plan drawing			2	8		10	\$730.00
Survey control map			1	4		5	\$365.00
QA/QC		2				2	\$250.00
Traveling to and from site					2	2	\$268.00
Proj Management	0.5					0.5	\$75.00
Total Hrs	0.5	2	10	12	7.5	32	
Total Cost	\$75.00	\$250.00	\$850.00	\$840.00	\$1,005.00		\$3,020.00

ITEM-2: LEVEL OF EFFORTS FOR BOUNDARY SURVEYING

Level of Efforts for Easement Research (Each)							
ITEM	Principal \$150.00	RPLS \$125.00	SIT \$85.00	CADD \$70.00	Crew \$134.00	Hrs	Cost
Abstracting							\$500.00
Deed research		2	8			10	\$930.00
QA/QC		1				1	\$125.00
Total Hrs	0.5	3	8	0	0	11	
Total Cost	\$75.00	\$375.00	\$680.00	\$0.00	\$0.00		\$1,555.00

Level of Efforts for Easement Parcel (Each)							
ITEM	Principal \$150.00	RPLS \$125.00	SIT \$85.00	CADD \$70.00	Crew \$134.00	Hrs	Cost
Recover Survey Controls			0.5		1	1.5	\$176.50
Monument search					2	2	\$268.00
Abstracting							
Deed research						0	\$0.00
Easement parcel plat		1	4	8		13	\$1,025.00
Metes and bounds		1	2			3	\$295.00
Set monument			0.5		2	2.5	\$310.50
QA/QC		2				2	\$250.00
Traveling to and from site					2	2	\$268.00
Proj Management	0.5					0.5	\$75.00
Total Hrs	0.5	4	7	8	7	26.5	
Total Cost	\$75.00	\$500.00	\$595.00	\$560.00	\$938.00		\$2,668.00

ITEM-3: LEVEL OF EFFORTS FOR INTERSECTION SURVEY

Level of Efforts for minor streets intersection (Each)							
ITEM	Principal \$150.00	RPLS \$125.00	SIT \$85.00	CADD \$70.00	Crew \$134.00	Hrs	Cost
Establish Survey Controls			0.5		1	1.5	\$176.50
Topo survey					6	6	\$804.00
Plan drawing			1	6		7	\$505.00
QA/QC		1				1	\$125.00
Traveling to and from site					2	2	\$268.00
Proj Management	0.5					0.5	\$75.00
Total Hrs	0.5	1	1.5	6	9	18	
Total Cost	\$75.00	\$125.00	\$127.50	\$420.00	\$1,206.00		\$1,953.50



DANNENBAUM

CITY OF OAKLAND

EXHIBIT 1

BRIDGE BLOCKS

Page 1 of 1

Date: Feb. 2011

Legend

- Seaside Outlets
- Fire, Gas, & Water
- Gas, Bridge, Blocks
- CONDITION
- GOOD
- FAIR
- POOR
- Streets
- Highway
- Interstate
- Major Road
- Minor Road
- Waterway
- Water
- Landmark
- Other

Source: City of Oakland, 2010
Map Date: February 2011
Map Scale: 1 inch = 1 mile
Map Projection: UTM
Map Datum: NAD 83
Map Contour Interval: 10 feet
Map Contour Elevation: 100 feet
Map Contour Label: 100
Map Contour Color: Blue
Map Contour Width: 2 pixels
Map Contour Style: Solid
Map Contour Thickness: 2 pixels
Map Contour Label: 100
Map Contour Color: Blue
Map Contour Width: 2 pixels
Map Contour Style: Solid
Map Contour Thickness: 2 pixels



NOT WORKY
EYES BEING ON INITIAL
FIND BRIDGE ON CALIFORNIA
NO BRIDGE IN DAY

DANNENBAUM

CITY OF OAKLAND

EXHIBIT 1
Bridge Map
Page 1 of 10

Scale: 1" = 500' Feet
Date: 10/20/2011

Legend

- Hand-drawn
- Line (HWS)
- Dark Bridge Structure
- CONDITION
- GOOD
- FAIR
- POOR
- CRACK
- BRIDGE
- STORM SEWER
- Utility - Private Property (NMI) - LPTNS



February 28, 2014

**Dannenbaum Engineering Corporation
3100 West Alabama
Houston, Texas 77098-2094**

Attn: Mr. Alejandro C. Flores, P.E.

**Re: Proposal
Geotechnical Investigation
Proposed Storm Sewer Rehabilitation
Harborside Street and Adjacent Areas
Galveston County, Texas**

HTS Proposal No.: DEC-3688

Dear Mr. Flores:

1.0 INTRODUCTION

HTS, Inc. Consultants (HTS) is pleased to submit this proposal to Dannenbaum Engineering Company (DEC) to conduct a geotechnical investigation for the above-referenced project located in Galveston County, Texas.

This project includes the rehabilitation of existing drainage system within Harborside Street and adjacent areas.

The purpose of the geotechnical investigation will be to provide recommendations concerning:

- dewatering requirements for excavations,
- excavation, bedding, and backfilling requirements, and
- soil classifications for use in defining OSHA trench shoring and bracing design requirements.

The remaining portions of this proposal provide HTS' proposed work scope, budget, and schedule to complete the geotechnical investigation for the proposed sewer rehabilitation.

2.0 SCOPE OF WORK

We understand that the scope of work for the geotechnical investigation will be as follows:

- **Core the existing asphalt pavement to allow subsurface drilling and sampling.**
- **Drill and sample a total of 6 geotechnical borings (Boring Nos. 1 through 6) to a depth of 10 feet beneath the existing surface at various locations indicated on Page 4 of 10 and Page 5 of 10 of exhibit drawings provided to HTS by DEC and attached to this proposal.**
- **Measure the depth to groundwater during drilling, approximately 15 minutes and after the water is initially encountered, and within 30 minutes after the completion of drilling.**
- **Clearly mark each boring location and coordinate with DEC to arrange for obtaining boring location survey elevations, stationing, and offset distances, if desired.**
- **Backfill the borings with soil cuttings after the completion of the groundwater measurements.**
- **Perform field tests during drilling and obtain both disturbed and relatively undisturbed soil samples from the borings with continuous samples being taken from the ground surface.**
- **Perform moisture content tests, unit weight determinations, Atterberg limits tests, tests to determine the percent soil particles passing a No. 200 sieve, and unconfined compression tests in order to define soil classifications and physical soil properties.**
- **Prepare boring logs for the borings drilled based upon visual soil classifications and the results of laboratory tests.**
- **Complete engineering analyses for the purpose of developing and providing recommendations for excavation, bedding, and backfill for the replacement sewer line.**
- **Complete engineering analyses as necessary to develop recommendations pertaining to dewatering requirements for excavations, trench shoring and bracing requirements, OSHA soil type classifications pertinent to trench shoring and bracing design, and utility excavation/bedding/backfill requirements in accordance with Galveston County construction specifications.**
- **Prepare a draft report of the geotechnical investigation for the client's review.**

- Prepare a final report of the geotechnical investigation that presents the data, finding, and recommendations and addresses the client's and review comments. Along with the final report, an electronic file (pdf file) of the report will also be submitted to the client.

3.0 COST AND SCHEDULE

HTS' proposed lump sum cost to complete the scope of work as defined in Section 2.0 above is \$ 4,866.00. The lump sum cost is itemized as follows:

Item	Estimated Quantity	Unit	Unit Price	Estimated Cost
Field Activities:				
Mob/demob of drill rig	lump sum		\$ 400.00	\$ 400.00
Drilling of 6 borings (continuous)	60	feet	\$ 13.00	\$ 780.00
Coring	6	cores	\$ 90.00	\$ 540.00
Locate/identify borings, by technician	4	hours	\$ 45.00	\$ 180.00
Limited traffic control (cones, signs, technician as flagman)	lump sum		\$ 400.00	\$ 400.00
			Sub-Total	\$ 2,300.00
Laboratory Testing:				
Atterberg Limits (ASTM D4318)	10	each	\$ 53.00	\$ 530.00
% Pass No. 200 Sieve (ASTM D1140)	10	each	\$ 41.00	\$ 410.00
Moisture Content (ASTM D2216)	12	each	\$ 8.00	\$ 96.00
Unconfined Compression (ASTM D2166)	4	each	\$ 39.00	\$ 156.00
			Sub-Total	\$ 1,192.00
Engineering, supervision, analysis, and draft/final report preparation:				
Senior engineer, P.E.	10	hours	\$ 123.00	\$ 1,230.00
Support personnel (CAD/Clerical)	4	hours	\$ 36.00	\$ 144.00
			Sub-Total	\$ 1,374.00
TOTAL				\$ 4,866.00

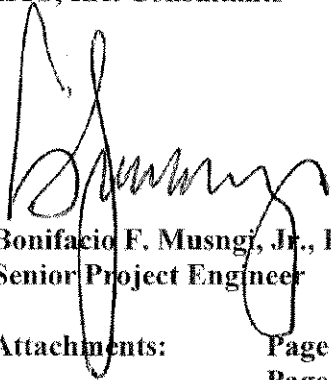
We estimate that about 2 to 3 weeks will be required to complete the projects if no delays are encountered with respect to weather conditions or site access.

We appreciate the opportunity to present this proposal to you and would be pleased to discuss the contents of this proposal with you at your convenience.

Your approval of this proposal and your approval of our proceeding with the work may be indicated by your signing/dating this proposal as provided below. We request that a copy of the signed/dated proposal be provided to HTS. We look forward to being of service to you.

Sincerely,

HTS, Inc. Consultants



Bonifacio F. Musngi, Jr., P.E.
Senior Project Engineer

Attachments: Page 4 of 10 of Exhibit
 Page 5 of 10 of Exhibit

AGREED TO THIS ____ DAY OF _____,

BY: _____ TITLE: _____

FIRM: _____

BFM:cg

h:word/proposals-14/DEC-3686

City of Galveston CIP Projects (FINAL)(ADOPTED) 2013-2019 - DRAINAGE

Date Last Updated: 10/4/2013

<u>Item</u>	<u>Project</u>	<u>Fiscal Year</u>	<u>Est. Cost</u>	<u>Source of Funds</u>
1	10 Mile Road Bridge Project	2014	\$350,000	44102 Drainage Improvement \$350,000
2	Installation of Avenue L Drainage System Improvements at 62nd and 63rd Street	2014	\$74,068	44102 Drainage Improvement \$74,068
3	Rehabilitation of Sealy Street Storm Sewer Between 13th Street and 16th Street	2014	\$150,985	44102 Drainage Improvement \$150,985
4	Inlet and Lateral upsizing	2014	\$500,000	44102 Drainage Improvement \$500,000
5	Harborside Drive Outfall	2014	\$1,000,000	44102 Drainage Improvement \$1,000,000
6	Bridge Block Elimination study	2014	\$300,000	44102 Drainage Improvement \$300,000
7	Bridge Block Eliminations Pilot Program	2015	\$600,000	44102 Drainage Improvement \$600,000
8	Inlet and Lateral Upsizing	2015	\$350,000	44102 Drainage Improvement \$350,000
9	Major Drainage Improvements (34th - East End)	2016	\$50,000,000	New Debt Issue
10	Major Drainage Improvements (59th - 34th)	2017	\$25,000,000	New Debt Issue
11	Major Drainage Improvements (81st - 59th)	2018	\$92,000,000	New Debt Issue
12	Major Drainage Improvements (west end to 81st)	2019	\$25,000,000	New Debt Issue

6 Year Total

\$195,325,053

Drainage Improvement Fund

\$2,527,193.22

Anticipated 2013-2014 Contribution

\$798,835.00

Total

\$3,326,028.22

CITY COUNCIL AGENDA ITEM SIGNATURE PAGE
AGENDA NO. _____

12D
4/24/14

TITLE OF ITEM AS IT IS TO APPEAR ON CITY COUNCIL AGENDA:

Consider for approval, using the State of Texas {Texas Smart-Buy} Contract for various technology copiers. Copier are being upgraded and/or replaced for various departments within the City for a lease term of 60 months and to authorize the City Manager to execute the individual lease agreements noted. Further detailed in the following staff report.

Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

AGENDA DATE REQUESTED: 04/24/2014

IS AN ORDINANCE OR RESOLUTION REQUIRED? ___ YES ___ X ___ NO ___ UNSURE

STAFF REVIEW

DATE

APPROVED

SIGNATURE

ARE OTHER DEPARTMENTS AFFECTED?

___ X ___ YES ___ NO

Deputy D. Scott
PURCHASING SUPERVISOR

YES

NO

FINANCE DIRECTOR:

COMMENTS: _____

CITY ATTORNEY:

4-16-14

✓

JP

COMMENTS: _____

CITY MANAGER:

✓

[Signature]

COMMENTS: _____

NAME OF COUNCIL MEMBER WHOSE DISTRICT IS AFFECTED N/A

IF NECESSARY, HAVE YOU NOTIFIED ___ YES ___ N/A ___ NO

FISCAL POLICY STATEMENT ATTACHED? ___ X ___ YES ___ NO ___ N/A

HAS ALL APPROPRIATE ADVERTISING BEEN COMPLETED? ___ YES ___ N/A ___ NO
(IF YES, ATTACH COPY TO STAFF REPORT AND SHOW DATE OF PUBLICATION)

April 16, 2014

Honorable Mayor and Members of City Council
Galveston, Texas

SUBJECT: Consider for approval, using the Texas State Contract {Texas Smart Buy} with Xerox Corporation to upgrade our copiers (Exhibit A) for various City departments. For a lease term of sixty (60) months and authorize the City Manager to execute the individual lease agreement noted above and further detailed in the following staff report.

I. BACKGROUND ON SUBJECT:

- A. Currently, the City utilizes the TBPC State Contract to provide for copier equipment in various City locations. However for a better price we can utilize the Texas State Contract {Texas Smart Buy} for better equipment and better pricing. We would also be gaining better up to date faster machines.
- B. The Departments involved include City Manager, City Secretary, Central Garage, Customer Service, Finance/Human Resource, Fire Department, Grants/Housing, Island Transit, Municipal Court {2}, Parks, Planning, Police {3}, Print Shop {2}, and Public Works

II. CURRENT SITUATION:

- A. The City Manager, City Secretary, Central Garage, Customer Service, Finance/Human Resource, Fire Department, Grants/Housing, Island Transit, Municipal Court {2}, Parks, Planning, Police {3}, Print Shop {2}, and Public Works departments are in need of new copiers with current service agreement. Most of the current copiers are slow and frequently have problems.

III. ISSUES:

- A. Consider for approval using the Texas State Contract {Texas Smart Buy} with Xerox to provide new copiers for the various City Departments (Exhibit A) for a set monthly fee per department for lease term of sixty months and authorize the City Manager to execute the individual lease agreement noted above and detailed in this staff report.

IV. ALTERNATIVES:

- A. Alternate #1: Approve using Texas State Contract {Texas Smart Buy} with Xerox to provide new copiers for various City Departments (Exhibit A) for a set monthly fee and copy allotment per department for a lease term of sixty months and authorize the City Manager to execute the individual lease agreement noted above and detailed in this staff report.
- B. Alternate #2: Do not approve the copier lease for various City Departments, leaving us without copiers throughout the City of Galveston.

V. RECOMMENDATIONS:

- A. Select Alternate #1: Consider for approval using State Contract {Texas Smart Buy} with Xerox to provide new copiers for various City Departments (Exhibit A) for a set monthly fee per department for a lease term of sixty months and authorize the City Manager to execute the individual lease agreement noted above and detailed in this staff report.

Respectfully Submitted,


Tifney Scott
Purchasing Supervisor


Beth Free
Finance Director

Approved:

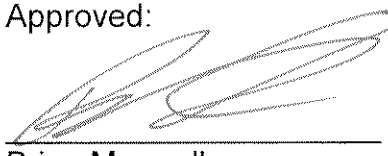

for Brian Maxwell
Interim City Manager

EXHIBIT A
Xerox Copier Type
Department Location

Department	Copier #1	Copier #2	Copier #3	Total Base Monthly Cost	Department Representative
City Manager/Legal	W5865APT	NA	NA	416.29	Sara Peeples
City Secretary	W5865APT	NA	NA	402.17	Nellie De La Fuente
Central Garage	5855APT	NA	NA	314.57	David Smith
Customer Service	5845APT	NA	NA	234.33	Tifney Scott
Finance/Purh/Budget	XC570	NA	NA	603.71	Tifney Scott
Fire Department	WC5325	NA	NA	156.68	Trish Anderson
Grants & Housing	5865APT	NA	NA	598.26	Alice Law
Human Resource	W5865APT	N/A	N/A	402.17	Maritza Cabrera
Island Transit	5845APT	NA	NA	257.24	Anna Brown
Municipal Court	5855APT	WC5325	NA	478.62	Anita Brown
Parks	5855APT	NA	NA	402.17	Kala Rhodes
Planning	XC570	NA	NA	772.10	Catherine Gorman
Police	5845APT (2)	5855APT	W7220PT	1,247.43	Butch Stroud
Print Shop	XC570	5890APT	NA	1,076.20	Tifney Scott
Public Works	XC570	NA	NA	765.18	Cindy Dewitt

**** Total per month: \$8,726.92

CITY COUNCIL ITEM SIGNATURE PAGE
AGENDA NO. 2013-2014

12E
4/24/14

TITLE OF ITEM AS IT IS TO APPEAR ON CITY COUNCIL AGENDA:

CONSIDER FOR APPROVAL OF CHANGE ORDER NO. 2 FOR THE CONTRACT WITH ARDENT CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE HISTORIC BUILDING FRONT PRESERVATION PROEJCT AT 2317-2319 STRAND. THE CHANGE ORDER WILL REFLECT AN ADDITIONAL AMOUNT OF \$57,000.00, INCREASING THE CONTRACT AMOUNT TO A TOTAL OF \$667,000.00. THE CHANGE ORDER WILL ALSO REFLECT AN ADDITIONAL 107 DAYS ADDED TO THE PROJECT FOR A TOTAL OF 569 CALENDAR DAYS. THE FUNDING SOURCE AS STATED IN THE APPROVED PROJECT REQUIREMENTS IS 75% CDBG-DR NON-HOUSING GRANT PROGRAM AND 25% PROPERTY OWNER. IN THE EVENT THE GRANT FUNDING IS UNAVAILABLE, THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR THE ENTIRE AMOUNT OF THE CHANGE ORDER. AUTHORIZING CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

AGENDA DATE REQUESTED: April 24, 2014

IS AN ORDINANCE OR RESOLUTION REQUIRED? ☐ YES ☐ NO ☐ UNSURE

A. STAFF REVIEW

	<u>DATE</u>	<u>APPROVED</u>	<u>SIGNATURE</u>
DEPARTMENT HEAD REQUESTING ITEM	16 APR 14	<input checked="" type="checkbox"/>	RE Blue
ARE OTHER DEPARTMENTS AFFECTED? APPROVAL:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	IF YES, LIST AND OBTAIN THEIR

FINANCE:

FINANCE DIRECTOR:

☒

☐

Beth Free

COMMENTS: _____

CITY ATTORNEY:

4-16-14

☒

JA

COMMENTS: _____

CITY MANAGER:

☐

☒

[Signature]

COMMENTS: _____

NAME OF COUNCIL MEMBER WHOSE DISTRICT IS AFFECTED: _____

IF NECESSARY, HAVE YOU NOTIFIED? ☐ YES ☐ NO

FISCAL POLICY STATEMENT ATTACHED? ☐ YES ☐ NO

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

15 April 2014

To: Brian Maxwell, Interim City Manager
Hon. Mayor and City Council Members

From: Ross E. Blacketter, P.E., City Engineer

RE: Consider for approval of Change Order No. 2 for the contract with Ardent Construction, LLC for the construction of the Historic Building Front Preservation Project at 2317-19 Strand. The change order will reflect an additional amount of \$57,000.00, increasing the contract amount to a total of \$667,000.00. The change order will also reflect an additional 107 days added to the project for a total of 569 calendar days. The funding source as stated in the approved project requirements is 75% CDBG-DR Non-Housing Grant Program and 25% property owner. In the event the grant funding is unavailable, the property owners will be responsible for the entire amount of the change order. Authorizing City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The City of Galveston has been awarded \$106,954,823.00 of a 2008 Supplemental Disaster Recovery Fund Grant.
- B. These funds are made available from 2008 Supplemental Community Development Block Grant (CDBG) funding associated with the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, (Public Law 110-329), appropriated by Congress through the United States Department of Housing and Urban Development.
- C. As a result of Hurricane Ike many historic building facades located in the downtown Mechanic/Strand Historic District suffered direct damage.
- D. Salt water inundation severely affected the cast iron historic building facades located in the downtown Mechanic/Strand Historic District.
- E. This project was on the June 11th, 2009 City Council Approved project list for the CDBG Disaster Recovery Grant Non-Housing Programs.
- F. City Council approved Walker Restoration Consultants to perform design and construction phase services for the Historic Building Front Preservation project on February 25, 2010.
- G. In 2009, Galveston Historical Foundation identified 37 historic buildings in the central business district where cast iron was a decorative or structural element. These cast iron buildings make up an important part of our local architecture as well as serve as a base to our downtown retail economy and a tourist attraction.
- H. On November 15, 2010 letters were sent to these identified historic buildings within the GLO approved project area notifying the property owners of this project and providing information on the project such as the requirement for an owner contribution of 25%.
- I. This November 15, 2010 letter specified that in order to be considered for this program, a letter of intent needed to be sent to the City's Historic Preservation Officer no later than 5 PM, Friday, January 14, 2011.
- J. The Galveston Historic Foundation and the City's Historic Preservation Officer evaluated and scored each property that submitted a letter of intent to participate in the program.

- K. An Opinion of Probable Cost was performed by the Walker Restoration Consultants for each site identified as eligible by the Galveston Historic Foundation and the City's Historic Preservation Officer.
- L. Opinion of Probable Cost letters were mailed to the eligible owners on July 12, 2011 and were due back to the City by July 29, 2011. The letters required that the property owner sign a statement certifying that if selected, the owner would contribute 25% of the construction cost as required by the approved project procedures.
- M. 2317-19 Strand was selected as one of the sites for the Historic Building Front Preservation through the process listed above.
- N. The environmental release and corresponding authority to use grant funds was signed off on by the GLO for this site on May 29, 2012.
- O. Construction for the Historic Building Front Preservation Project at 2317-19 Strand was advertised on August 17, 2012 and August 24, 2012.
- P. The Mandatory pre-bid meeting was held on August 30, 2012.
- Q. Bids were opened on September 20, 2012 at 2:30 PM.
- R. Ardent Construction, LLC was the low responsive bidder at \$610,000.00.

II. Current Situation

- A. Change Order No. 1 was approved revising the original schedule of values to reflect changes in the scope of work to allow replacement of cornice cast iron with fiberglass assembly, and other items.
- B. Unforeseen and concealed damages to the structure were discovered during construction of the Historic Building Front Preservation Project.
- C. These unforeseen and concealed damages will result in structural instability if not repaired.

III. Issues

- A. Cost - \$67,000.00
Original funding was 75% CDBG-DR Non Housing Grant and 25% property owner. In the event funding is unavailable, the property owner will be responsible for the entire cost.
- B. Timing – This project has a 107 calendar day increase to the contract.
- C. Impact or ramifications – Failure to authorize this change order will delay the construction for the Historic Building Front Preservation Project at 2317-19 Strand. Failure to complete this project may jeopardize funding which has already been spent to date on this site.

IV. Alternatives in order of priority

- A. Accept the change order to Ardent Construction, LLC for the additional work due to unforeseen conditions and the additional 107 calendar days of the Historic Building Front Preservation Project at 2317-19 Strand.
- B. Do not accept the change order to Ardent Construction, LLC for the additional work due to unforeseen conditions and the additional 107 calendar days of the Historic Building Front Preservation Project at 2317-19 Strand.

V. Recommendation

- A. Accept the change order to Ardent Construction, LLC for the additional work due to unforeseen conditions and the additional 107 calendar days of the Historic Building Front Preservation Project at 2317-19 Strand.

VI. Fiscal Impact Report

Requested by:

Ross E. Blackketter, P.E.
City Engineer

Funding Source:

75% CDBG Disaster Recovery Grant Non-Housing
Program (contingent upon funding availability)
25% Property Owner

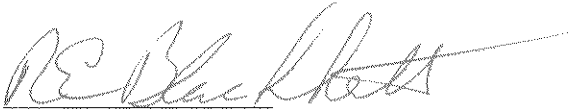
Or

100% Property Owner contingent upon grant funding
availability.

Costs of implementation:

Total \$0

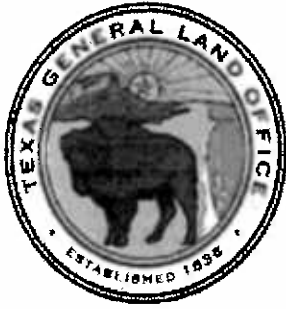
Respectfully Submitted,



Ross E. Blackketter, P.E.
City Engineer

Approved,

Brian Maxwell
Interim City Manager



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Walker Restoration Consultants 17049 El Camino Real, Suite 202 Houston, TX 77058 Phone No.: (281) 280-0068	Owner: City of Galveston 823 Rosenberg Galveston, TX 77550 Attn: Ross Blacketter Phone No.: (409)797-3960	Contractor: Ardent Construction, LLC 133 N Friendswood Dr. # 300 Friendswood, Texas 77546 Agreement Date: 11/1612 Phone No.: (713)253-0046	
Date: April 3, 2013 Project Code No.: DRS 010051 Bid Package No.: 11-12-050	Contract For (Project Description): 2317-19 Strand Cast Iron Façade Repairs	GLO Contract No.: 10-5051-000-5027 Change Order No.: 2	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Additions to the Contract Time, and Schedule of Values to reflect cost increases for replacement of damaged/deteriorated existing cast iron lintels with new, shoring and masonry repairs at 2 nd floor of projected bays and related interior repairs. (See attached).	0	\$57,000

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$ 610,000	Original Contract Time: 180 days
Previous Change Order(s): No. 1 to No. \$	Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: \$ 610,000	Contract Time Prior to this Change Order: 462 days
Net Increase/Decrease of this Change Order: \$ 57,000	Net Increase/Decrease of this Change Order: 107 days
Contract Price With all Approved Change Orders: \$ 667,000	Contract Time With all Change Orders: 569 days
Cumulative Percent Change in Contract Price (+/-): 9%	Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 2015
Construction Contract Start Date: (mm/dd/yy) 1/8/13	Construction Contract End Date: (mm/dd/yy) 6/30/14

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

* This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:

By: 
ENGINEER

Date: 4/15/14

APPROVED:

By: _____
OWNER

Date: _____

ACCEPTED:

By: 
CONTRACTOR

Date: 4/16/14

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total _____ L/M _____		
2. Effect of this change on scope of work:	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input checked="" type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "No", explain:			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
7. Is the TCEQ permit approval still valid? (sewer projects only)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
8. Are the handicapped access requirements/approval still valid? (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
9. Are other Disaster Recovery contractual special condition clearance still valid?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
(If no, specify):			

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

CITY COUNCIL ITEM SIGNATURE PAGE
RECEIVED IN THE CITY MANAGER'S OFFICE _____

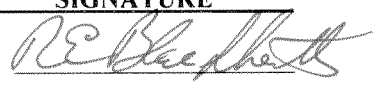


TITLE OF ITEM AS IT IS TO APPEAR ON CITY COUNCIL AGENDA:

CITY COUNCIL TO CONSIDER FOR APPROVAL, ACCEPTANCE OF PROPOSAL FROM HDR ENGINEERING INC. FOR ENGINEERING SERVICES OF THE CAPITAL IMPROVEMENT BAY HARBOR AND INDIAN BEACH SANITARY SEWER IMPROVEMENT PROJECT. THE COST IS \$179,036.60. THE FUNDING SOURCE IS THE 2008 SEWER BOND FUND. AUTHORIZING CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

AGENDA DATE REQUESTED: April 24, 2014

AGENDA ITEM REQUESTED:

XXX CONSENT ___ ACTION ___ ORDINANCE ___ RESOLUTION ___
OTHER _____

STAFF REVIEW	DATE	APPROVED	SIGNATURE
DEPARTMENT HEAD REQUESTING ITEM	21 APR 14	✓	
FINANCE DIRECTOR:	_____	_____	_____
COMMENTS: _____	_____	_____	_____
CITY ATTORNEY:	4-21-14	✓	
COMMENTS: _____	_____	_____	_____
CITY MANAGER:	4/24/14	_____	
COMMENTS: _____	_____	_____	_____

ANY OTHER DEPARTMENTS AFFECTED _____ YES _____ NO
IF YES, OBTAIN THEIR APPROVAL FIRST:

DEPARTMENT	DATE	APPROVED	SIGNATURE
_____	_____	_____	_____
_____	_____	_____	_____

FISCAL POLICY STATEMENT ATTACHED? _____ YES _____ NO

LOCAL BIDDER? _____ YES _____ NO _____ NOT A PURCHASING ITEM

HAS ALL APPROPRIATE ADVERTISING BEEN COMPLETED? _____ YES _____ NO _____ N/A

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

Date: April 24, 2014

To: Brian Maxwell, Interim City Manager

From: Ross E. Blacketter, P.E., City Engineer

SUBJECT: CITY COUNCIL TO CONSIDER FOR APPROVAL, ACCEPTANCE OF PROPOSAL FROM HDR ENGINEERING INC. FOR ENGINEERING SERVICES OF THE CAPITAL IMPROVEMENT BAY HARBOR AND INDIAN BEACH SANITARY SEWER IMPROVEMENT PROJECT. THE COST IS \$179,036.60. THE FUNDING SOURCE IS THE 2008 SEWER BOND FUND. AUTHORIZING CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

I. Current Situation:

- A. On September 19, 2013 City Council approved the 2014 CIP which included the Bay Harbor and Indian Beach Sanitary Sewer Improvement project.
- B. HDR Inc., formerly Claunch and Miller Inc., had previously prepared partial plans for both Bay Harbor and Indian Beach sanitary sewer.
- C. HDR Engineering has provided a proposal to complete the design, bringing the previously accomplished plans up to current standards and provide construction services in the amount of \$179,036.60.
- D. This project is listed on page 250 of the 2013-2014 City of Galveston Budget, under Capital Improvement section.

II. Issues:

- A. City Council approval is required to contract with an engineering firm to provide engineering services in accordance with the previously approved CIP.

III. Alternatives:

- A. **Alternative A:** City Council to approve the proposal from HDR Engineering Inc. for the Engineering Services of Capital Improvement Project.
- B. **Alternative B:** City Council not approve the proposal from HDR Engineering Inc., for the engineering services of the Capital Improvement Project.

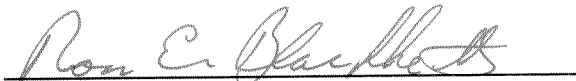
V. Staff Recommendation:

A. Approve the acceptance of the proposal from HDR Engineering Inc.

VI. Fiscal Impact Report

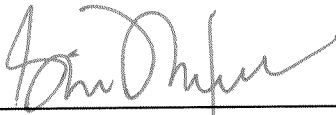
Requested by:	Ross E. Blackketter, P.E., City Engineer
Funding Source:	42115-611820-564005-445000-XXXXX
Name of Account	2008 Sewer Bond Fund
Costs of implementation:	\$179,036.60

Respectfully Submitted,



Ross E. Blackketter, P.E.
City Engineer

Approved,



Brian Maxwell
Interim City Manager



April 14, 2014

Mr. Ross Blackketter
City of Galveston
P.O. Box 779
823 Rosenberg
Galveston, Texas 77553

Re: Proposal for Engineering Services for Bay Harbor Subdivision and Indian Beach Unserved Areas Project

Dear Mr. Blackketter:

HDR Engineering, Inc. is pleased to submit this proposal for engineering services Bay Harbor Subdivision and Indian Beach Unserved Areas Project. This is in response to your request for HDR to update plans and specifications previously prepared several years ago as discussed at our meeting on March 24, 2014.

GENERAL DESCRIPTION

In 2003/2004, HDR Engineering, Inc. (HDR), formally known as Claunch & Miller, Inc. prepared Plans and Specifications for construction of first-time sewer service to the Bay Harbor Subdivision which included sewer along FM3005 adjacent to Bay Harbor. Because of issues associated with easements in the sub-division, HDR subsequently split the Bay Harbor project into two packages; the FM 3005 section including the lift station and the rest of the sub-division.

HDR also prepared plans to about 80% completion for the Far West End Project which included the Indian Beach Section, part of which is now proposed to be included with the Bay Harbor project. Both the Bay Harbor and Far West End projects were shelved after completion awaiting the availability of funding. The City is now requesting that the Bay Harbor Project be resurrected with the inclusion of the Indian Beach Section from the Far West End Project.

Recently the City has adopted new standard drawings and specifications so it will be necessary to incorporate these new standards into the revised documents.

The combined project will be large so, as well as providing a price proposal for the whole project, the city has requested that cost proposals also be prepared assuming the separation of the whole project into two separate packages. As discussed with City staff it is proposed that the two separate projects will consist of the following:-

Project A The section of Bay Harbor along FM 3005 including the lift station as well as the beach side of Indian Beach

Project B Bay Harbor Subdivision gravity sewer system including pavement replacement.

hdrinc.com

4635 Southwest Freeway, Suite 1000
Houston, TX 77027
T 713-622-9264 F 713-622-9265
Texas Registered Engineering Firm F-754

SCOPE OF SERVICES

This Scope of Services is a general scope which would be applicable whether the project was to be completed as a single package or as two separate packages.

DESIGN PHASE

- Meet or discuss with representatives of the City to gather relevant information and to finalize the Scope of Services required.
- Gather available data and review existing plans and new standard details to determine the extent of changes needed to the existing plans.
- Redesign the lift station on the new site, including site civil, mechanical and electrical design. Complete pump head calculations for new location and pipe lengths. The proposed lift station would be a duplex station (without standby hydraulic submersible pump) equipped with a manual transfer switch for connection of a portable standby generator.
- Provide a topographical survey the new lift station site.
- Modify plan and profile sheets at the lift station location to accommodate the new lift station location
- Perform on-site field survey to check locations of any new driveways, power poles, utilities, etc. and incorporate these into the plan sheets
- Re-establish TBM's for Survey Control for the whole project (TBM's were probably lost during Ike)
- Reformat all plan sheets to current standards. There are approximately 120 plan sheets associated with this project.
- Review the existing Environmental report, prepared in February of 2004 by Terra-Mar, and provide updates, with an emphasis on wetlands issues (jurisdictional status of wetlands) that may have changed since the previous report was completed. Coordinate with Corps of Engineers Galveston District if necessary. **Note: Wetland delineations and Section 404 wetlands permitting are not included in this scope of work, but will be provided as additional services if required.**
- Coordinate with utility companies (phone, electric, gas etc.) and obtain signatures.
- Provide an updated cost estimate
- ROW on Bay Harbor Subdivision streets is only 20 ft so construction easements will be necessary to complete the project. Easement acquisition was one of the issues that prevented the Bay Harbor project from proceeding several years ago. In the past the City has been responsible to obtaining

easements so for the purposes of this proposal easement acquisition is not included. HDR can provide these services but this would be at an additional cost.

BID PHASE

- Actively make contact with prospective contractors in order to attract bidders for the project.
- Construction Documents will be dispensed from the City Purchasing Department who will keep records of all plan holders and dispense any addenda that may be issued.
- Assist the City in conduction a pre-bid conference for the project at Galveston City Hall.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's Construction Documents.
- Review any submittals received during the bid phase of the project pertaining to alternatives, including consultation with the City.
- Prepare any Addenda as necessary resulting from the pre-bid conference or any subsequent communication with potential bidders.
- Assist the City with the bid opening for the project.
- Evaluate the bids and the qualifications of the apparent low bidder and provide a recommendation for award of the project.

CONSTRUCTION PHASE

HDR will perform construction administration tasks as outlined below.

- Act as the City's project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations.
- Prepare Change Orders and/or Field Orders if necessary, including review of supporting documentation associated with any Change Orders and/or Field Orders
- Make visits the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. Such site visits are intended to be periodic in nature and are not intended to be full time site representation.
- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.
- Conduct progress meetings throughout the course of the construction project to be held concurrent with the site visits. Progress meetings and site visits would be conducted approximately on a monthly bases throughout the construction phase of the project.
- Conduct a review/walkthrough of the project upon substantial completion of the construction. Prepare a punch list of items to be completed by the contractor prior to final payment.
- Conduct a final review/walkthrough of the project to verify that the punch list items have been addressed to the City's satisfaction prior to final payment.

- Prepare a recommendation for Final Payment along with the necessary close out documents.
- Prepare Record Drawings for the project and deliver one set of reproducible plans to the City as well as a set of electronic files.

ADDITIONAL SERVICES.

These are services that are not considered normal or customary engineering services. These include services resulting from significant changes in the extent of the Project or its design including but not limited to changes in scope, complexity, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond HDR's control. HDR will endeavor to appraise the City of any potential additional or extended services prior to HDR's expenditure of time on such services. Any such extended or additional services shall only be performed when directed by the City.

TERMS AND FEE

As is typical on City of Galveston projects we propose performing the engineering services on a "time and materials" basis for direct labor and direct expenses. Charges for "time" will be made using the individual's Base Rate with a multiplier of 3.1 and charges for "materials" will be at cost plus 10%. For each of the options listed in the fee schedule below we have estimated a total cost which will be a "not to exceed" amount for each option. Sub-consultant (survey and electrical) services will be charged at cost plus 10%.

OPTION 1

This option is for HDR to provide Design, Bid and Construction Administration Phase Services for the whole of the Bay Harbor project, plus the section of Indian Beach, as a single project.

Design Phase Services - Our "not to exceed" fee would be:	\$97,100.00
Survey Sub-consultant (\$3,500 + 10%)	\$3,850.00
Electrical Sub-consultant (\$16,270.00 + 10%)	\$17,897.00
 Bid Phase Services - Our "not to exceed" fee would be:	 \$7,200.00
Electrical Sub-consultant (\$1560.00 + 10%)	\$1,716.00
 Construction Phase Services - Our "not to exceed" fee would be:	 \$34,800.00
Electrical Sub-consultant (\$14,976.00 + 10%)	\$16,473.60
 <u>TOTAL FOR OPTION 1</u>	 <u>\$179,036.60</u>

OPTION 2 – Phase 1 (Project A)

This option is for HDR to provide Design, Bid and Construction Administration Phase Services for the section of the Bay Harbor Project along FM 3005 including the lift station and the required section of Indian Beach.

Design Phase Services - Our “not to exceed” fee would be:	\$85,000.00
Survey Sub-consultant (\$3,500 + 10%)	\$3,850.00
Electrical Sub-consultant (\$16,270.00 + 10%)	\$17,897.00
Bid Phase Services - Our “not to exceed” fee would be:	\$7,200.00
Electrical Sub-consultant (\$1560.00 + 10%)	\$1,716.00
Construction Phase Services - Our “not to exceed” fee would be:	\$32,600.00
Electrical Sub-consultant (\$14,976.00 + 10%)	\$16,473.60
<u>TOTAL FOR OPTION 2 Phase 1</u>	<u>\$164,736.60</u>

OPTION 2 - Phase 2 (Project B)

This option is for HDR to provide Design, Bid and Construction Administration Phase Services for the Bay Harbor subdivision excluding the areas referred to in Option 2 – Phase 1 above.

Design Phase Services - Our “not to exceed” fee would be:	\$50,900.00
Bid Phase Services - Our “not to exceed” fee would be:	\$7,200.00
Construction Phase Services - Our “not to exceed” fee would be:	\$34,800.00
<u>TOTAL FOR OPTION 2 Phase 2</u>	<u>\$92,900.00</u>

MATERIALS TESTING

It is recommended that a Materials Testing Allowance of **\$60,000.00** be included in the project budget. This can be included as part of the engineering budget or as a bid item in the construction project but on past projects the City has contracted directly with a materials testing company for these services.

HDR Engineering, Inc. appreciates the opportunity to submit this proposal. We look forward to continuing to work with the City on this project. Included in this proposal are our standard Terms and Conditions on which this proposal is based. Our project manager for this project will be Stephen Ratcliffe, P.E., who can be reached at 713 425 0155 (direct office) or 713 256 4968 (mobile), if you have questions or need further information.

Sincerely,

HDR Engineering Inc



David Weston
Department Manager



Stephen Ratcliffe, P.E.
Associate | Senior Project Director

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support

of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist

consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.